

13-13

Return to:



NP Dodge Land Development, Inc.  
8701 W. Dodge Rd., Ste. 300  
Omaha, NE 68114

#606

Copy to:  
James E. Lang  
11306 Davenport Street  
Omaha, NE 68154

FILED FOR RECORD 1-28-99 AT 10:14 A.M.  
IN BOOK 52 OF NEW PAGE 726  
REGISTER OF DEEDS, CASS CO., NE Patricia Meisinger  
Rec # 606      \$72.00

**GRANT OF PERMANENT POWER AND TELEPHONE  
RIGHT-OF-WAY EASEMENT AND  
RELEASE OF EXISTING POWER AND TELEPHONE  
RIGHT-OF-WAY EASEMENT**

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 1998, between BAY HILLS LIMITED PARTNERSHIP, a Nebraska Limited Partnership, hereinafter referred to as "Bay Hills", Falcone Enterprises, Inc., a Nebraska corporation, hereinafter referred to as "Falcone", and THE OMAHA PUBLIC POWER DISTRICT, a public corporation, and its successors and assigns, and  LINCOLN TELEPHONE AND TELEGRAPH COMPANY, a corporation, and its successors and assigns, hereinafter collectively referred to as the "Grantees",  Aliant Communications Co., formerly known as THE

WITNESSETH:

**GRANT OF PERMANENT POWER AND  
TELEPHONE RIGHT OF WAY EASEMENT**

That Bay Hills, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the Grantees, and their respective successors and assigns, an easement and right-of-way to survey, construct, reconstruct, inspect, repair, replace, maintain and operate, overhead and underground service lines, wires and conduits and other overhead and underground instrumentalities for the carrying and transmission of electric current for light, heat and power, and for the transmission of signals and sounds of all kinds and the reception thereof, over, through, under, in and across the real property described as follows:

The following tracts in Buccaneer Bay, a subdivision, as surveyed, platted and recorded in Cass County, Nebraska, and being described as follows:

See Exhibits "A", "B" and "C" attached hereto and by reference made a part hereof for the legal descriptions of the easements and right-of-ways (herein referred to as the "Bay Hills Easement Areas" and collectively with the Falcone Easement Areas described below as the "Easement Areas").

That Falcone, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the Grantees, and their respective successors and assigns, an easement and right-of-way to survey, construct, reconstruct, inspect, repair, replace, maintain and operate, overhead and underground service lines, wires and conduits and other overhead and underground instrumentalities for the carrying and transmission of electric current for light, heat and power, and for the transmission of signals and sounds of all kinds and the reception thereof, over, through, under, in and across the real property described as follows:

The following tracts in Buccaneer Bay, a subdivision, as surveyed, platted and recorded in Cass County, Nebraska, and being described as follows:

See Exhibits "D" and "E" attached hereto and by reference made a part hereof for the legal descriptions of the easements and right-of-ways (herein referred to as the "Falcone Easement Areas" and collectively with the Bay Hills Easement Areas as the "Easement Areas").

TO HAVE AND TO HOLD said Easements and Right-of-Ways unto the said Grantees, and their successors and assigns.

1. Bay Hills and its successors and assigns shall not at any time erect, construct or place on or below the surface of the Bay Hills Easement Areas any building or structure, and shall not permit anyone else to do so, without the prior written consent of the Grantees, however, notwithstanding the foregoing, Bay Hills, and its successors and assigns, shall be permitted to install hard surfaced driveways, trees, grass, sod, bushes and landscaping within the Bay Hills Easement Areas.

2. Falcone and its successors and assigns shall not at any time erect, construct or place on or below the surface of the Falcone Easement Areas any building or structure, and shall not permit anyone else to do so, without the prior written consent of the Grantees, however, notwithstanding the foregoing, Falcone, and its successors and assigns, shall be permitted to install hard surfaced driveways, trees, grass, sod, bushes and landscaping within the Falcone Easement Areas.

3. The Grantees shall have the right of ingress and egress across the Easement Areas in order to carry out the purposes of the easement grant described herein. Such ingress and egress shall be exercised in a reasonable manner.

4. The Grantees shall restore the Easement Areas to its original contour and condition within a reasonable period of time after the work described herein is performed. Thereafter, in the event it becomes necessary to repair, remove or replace said lines, cables, appurtenances or facilities, the Grantees shall have the right to remove such pavement, trees, crops, grass or shrubbery and said premises shall thereafter be restored by the Grantees and their successors and assigns, to the condition that existed before said removal within a reasonable period of time.

5. Bay Hills is the lawful possessor of the Bay Hills Easement Areas; has good, right, and lawful authority to make such conveyance; and Bay Hills and its executors, administrators, successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantees forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance of the Bay Hills Easement Areas.

6. Falcone is the lawful possessor of the Falcone Easement Areas; has good, right, and lawful authority to make such conveyance; and Falcone and its executors, administrators, successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantees forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance of the Falcone Easement Areas.

#### **RELEASE OF EXISTING POWER AND TELEPHONE RIGHT-OF-WAY EASEMENTS**

IN CONSIDERATION of the grant of the Permanent Power and Telephone Right-of-Way Easement described herein, the Omaha Public Power District, a public corporation, and the Lincoln Telephone & Telegraph Co., a corporation, hereby release the existing Right-Of-Way Easement executed by Buccaneer Bay, Inc. in favor of the Grantees, dated July 22, 1975 and filed on August 29, 1975 in Book 17 at Page 544 of the Miscellaneous Records of Cass County, Nebraska, except, Grantees do not release the easement over that portion of Lot 1C, Buccaneer Bay, a subdivision in Cass County, Nebraska, described and shown in Exhibit "F" attached hereto, and the easement over that portion of Lot 1C, Buccaneer Bay, a subdivision in Cass

County, Nebraska, described in Exhibit "F" attached hereto, is hereby retained for the benefit of the Grantees, and their successors and assigns, pursuant to the terms of such easement. The Grantees, and each of them, hereby represent to Bay Hills and Falcone that they are the holders and owners of such easement, and that they have the right to release the portion of such easement in the manner set forth herein.

This Grant of Permanent Power and Telephone Right-of-Way Easement and Release of Existing Power and Telephone Right-of-Way Easement, as described above, shall be effective upon the date that the last party to this agreement executes this document.

IN WITNESS WHEREOF, Bay Hills, Falcone and Grantees have executed this Grant of Permanent Power and Telephone Right-of-Way Easement and Release of Existing Power and Telephone Right-of-Way Easement on the dates shown below and is effective on the above date.

GRANTOR:

BAY HILLS LIMITED PARTNERSHIP,  
a Nebraska Limited Partnership

By: Dodge Land Co., a Nebraska  
Corporation, the sole General Partner

By: W. L. Morrison, Jr.  
W. L. Morrison, Jr., President Date

FALCONE ENTERPRISES, INC.,  
a Nebraska Corporation

By: Brian T. Falcone  
Brian T. Falcone, President Date

GRANTEES:

OMAHA PUBLIC POWER DISTRICT,  
a Public Corporation

By: William D. [Signature] 2/19/98  
Its: Vice President Date

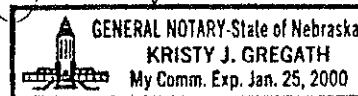
Aliant Communications Co.  
formerly known as  
THE LINCOLN TELEPHONE & TELEGRAPH CO.,  
a Corporation

By: Robert J. Taylor  
Its: VP-CFO 2-30-98  
Date

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

This instrument was acknowledged before me on February 18, 1998, by W.L. Morrison, Jr., President of Dodge Land Co., a Nebraska corporation, the general partner of Bay Hills Limited Partnership, a Nebraska Limited Partnership, and acknowledged same to be the voluntary act and deed of said partnership.

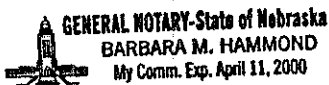
Kristy J. Gregath  
Notary Public



STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

This instrument was acknowledged before me on FEBRUARY 19, 1998, by Brian T. Falcone, President of Falcone Enterprises, Inc., a Nebraska corporation, and acknowledged same to be the voluntary act and deed of said corporation.

Barbara M. Hammond  
Notary Public



STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

This instrument was acknowledged before me on February 19<sup>th</sup>, 1998, by William D. Dermeyer, Vice President of Omaha Public Power District, a Public Corporation, and acknowledged same to be the voluntary act and deed of said corporation.

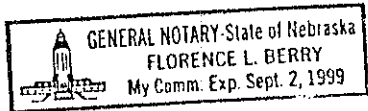
Larry J. Hagan  
Notary Public



STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) SS.

This instrument was acknowledged before me on MARCH 30, 1998, by ROBERT L. TYLER, SVP-CFO of Lincoln Telephone & Telegraph Co., a Corporation, and acknowledged same to be the voluntary act and deed of said corporation.  
-Aliant Communications Co., formerly known as The

Florence L. Berry  
Notary Public

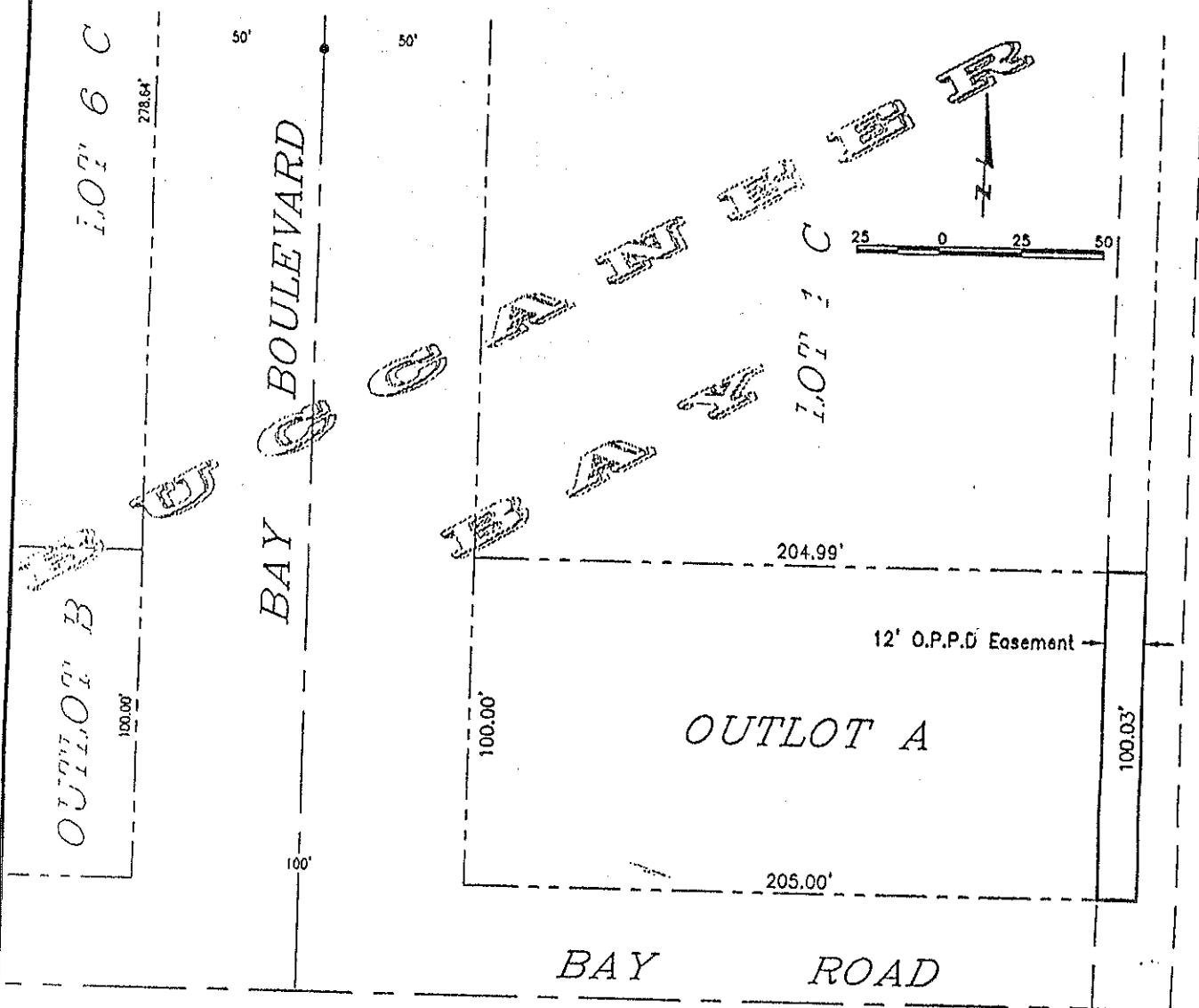


F:\AGREES\REAL\EASEMT\BAYHILLS.EAS

BHLP

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of overhead power lines over the east twelve feet of Outlot A, BUCCANEER BAY, a subdivision, as platted and recorded in Cass County, Nebraska. Containing 1200 square feet.



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**lamp, rynearson & associates, inc.**  
engineers surveyors planners

14747 california street

omaha, nebraska 68154-1979

402-496-2498

FAX 402-496-2730

EXHIBIT "A"

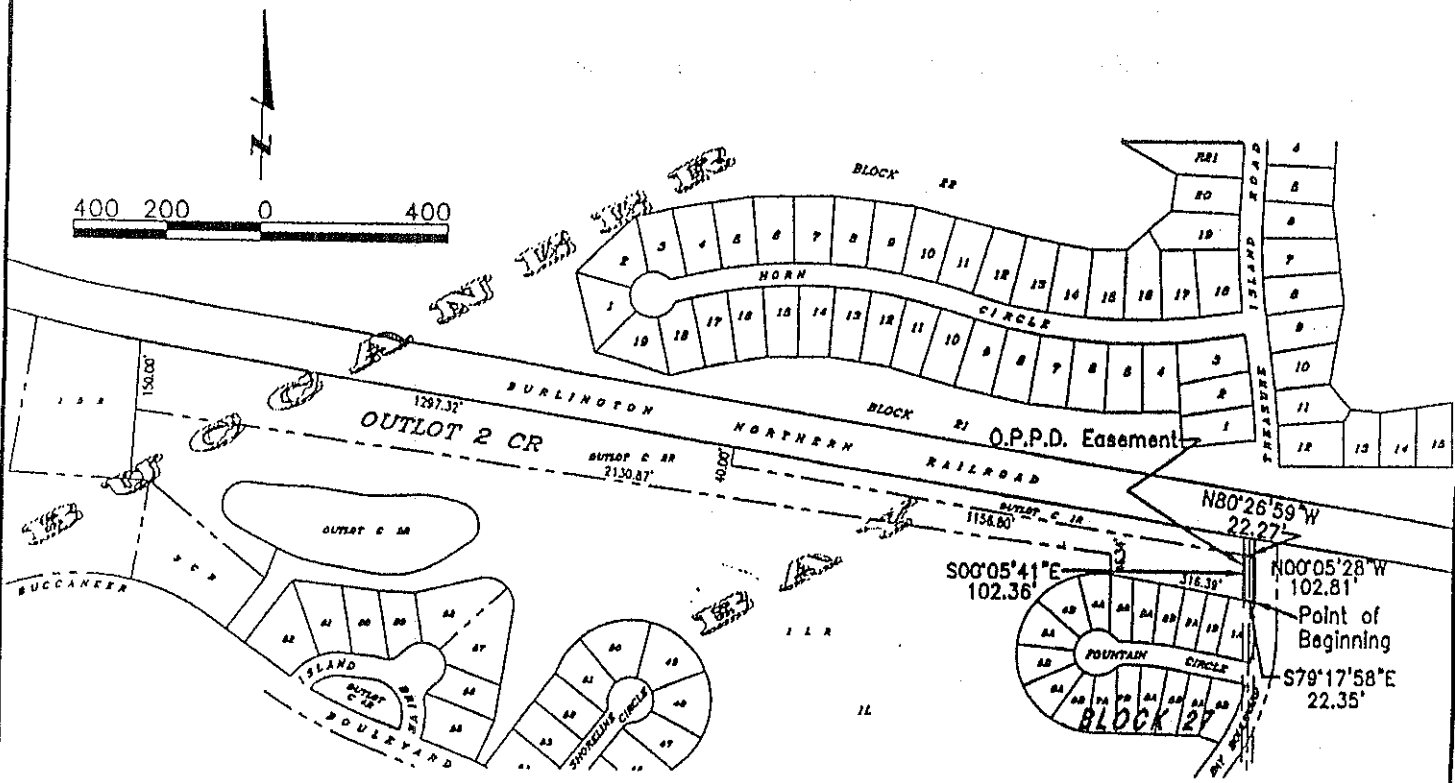
9247E110.Dwg

BHLP


**LEGAL DESCRIPTION**

A permanent easement for the construction and maintenance of overhead power lines over that part of Outlot C 2R, Block 27, BUCCANEER BAY, a subdivision, as platted and recorded in Cass County, Nebraska, described as follows:

Beginning at the southeast corner of said Lot C 2R, Block 27, BUCCANEER BAY;  
 Thence North 00°05'28" West (bearings referenced to the Final Plat of Block 27, BUCCANEER BAY) for 102.81 feet along the east line of Lot C 2R, Block 27, BUCCANEER BAY, to the northeast corner of Lot C 2R, Block 27, BUCCANEER BAY;  
 Thence North 80°26'59" West for 22.27 feet;  
 Thence South 00°05'41" East for 102.36 feet to the south line of Lot C 2R, Block 27, BUCCANEER BAY;  
 Thence South 79°17'58" East for 22.35 feet to the Point of Beginning.  
 Containing 2252 square feet.



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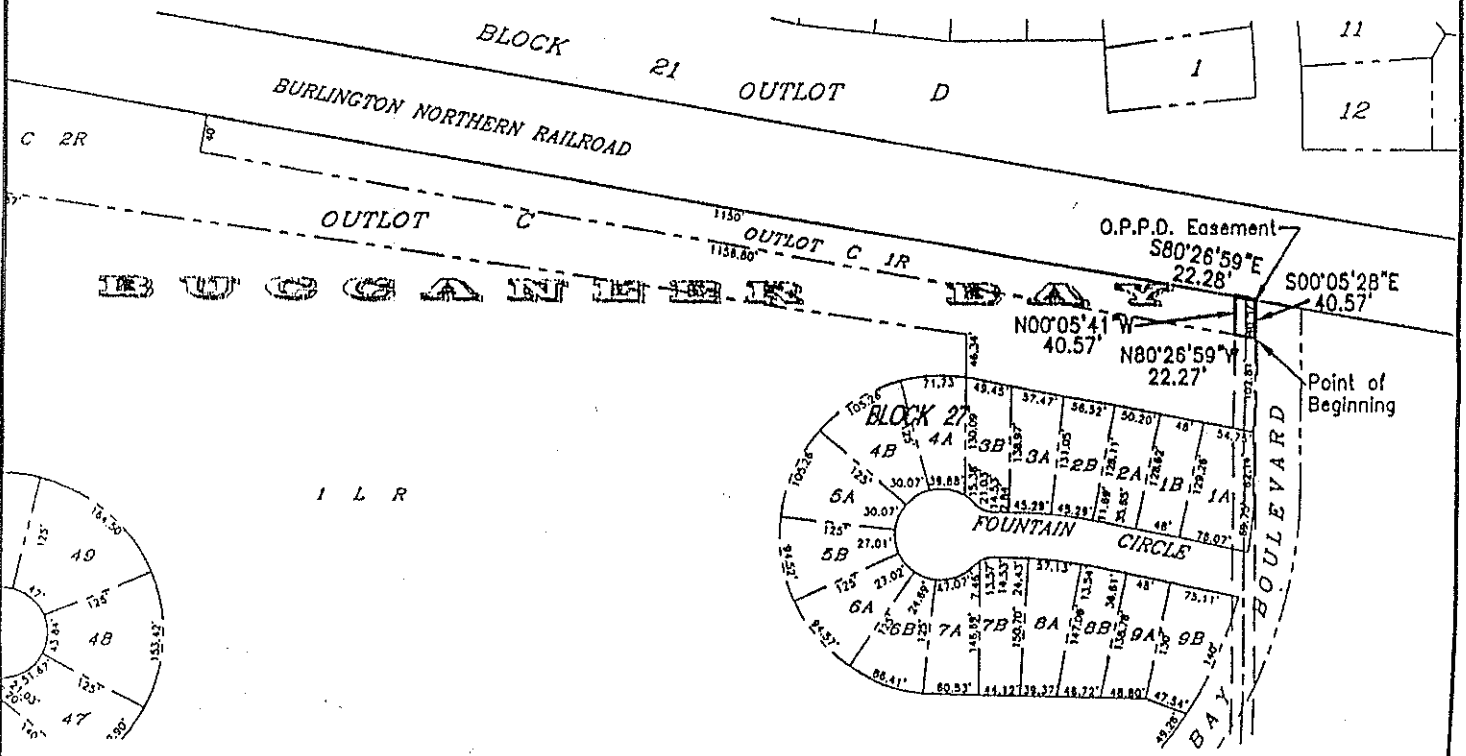
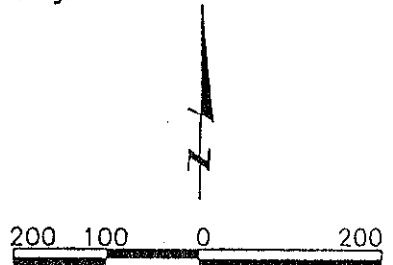

**lamp, rynearson & associates, inc.**  
 engineers surveyors planners  
 14747 california street omaha, nebraska 68154-1979 402-496-2498  
 EXHIBIT "B" FAX 402-496-2780

BHEP


**LEGAL DESCRIPTION**

A permanent easement for the construction and maintenance of overhead power lines over that part of Outlot C 1R, Block 27, BUCCANEER BAY, a subdivision, as platted and recorded in Cass County, Nebraska, described as follows:

Beginning at the southeast corner of said Lot C 1R, Block 27, BUCCANEER BAY;  
 Thence North 80°26'59" West (bearings referenced to the Final Plat of Block 27, BUCCANEER BAY) for 22.27 feet along the south line of Outlot C 1R, Block 27, BUCCANEER BAY;  
 Thence North 00°05'41" West for 40.57 feet to the south right of way line of the Burlington Northern Railroad;  
 Thence South 80°26'59" East for 22.28 feet to the west right of way line of Bay Boulevard;  
 Thence South 00°05'28" East for 40.57 feet to the Point of Beginning.  
 Containing 891 square feet.



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 EXHIBIT "C" FAX 402-498-2730

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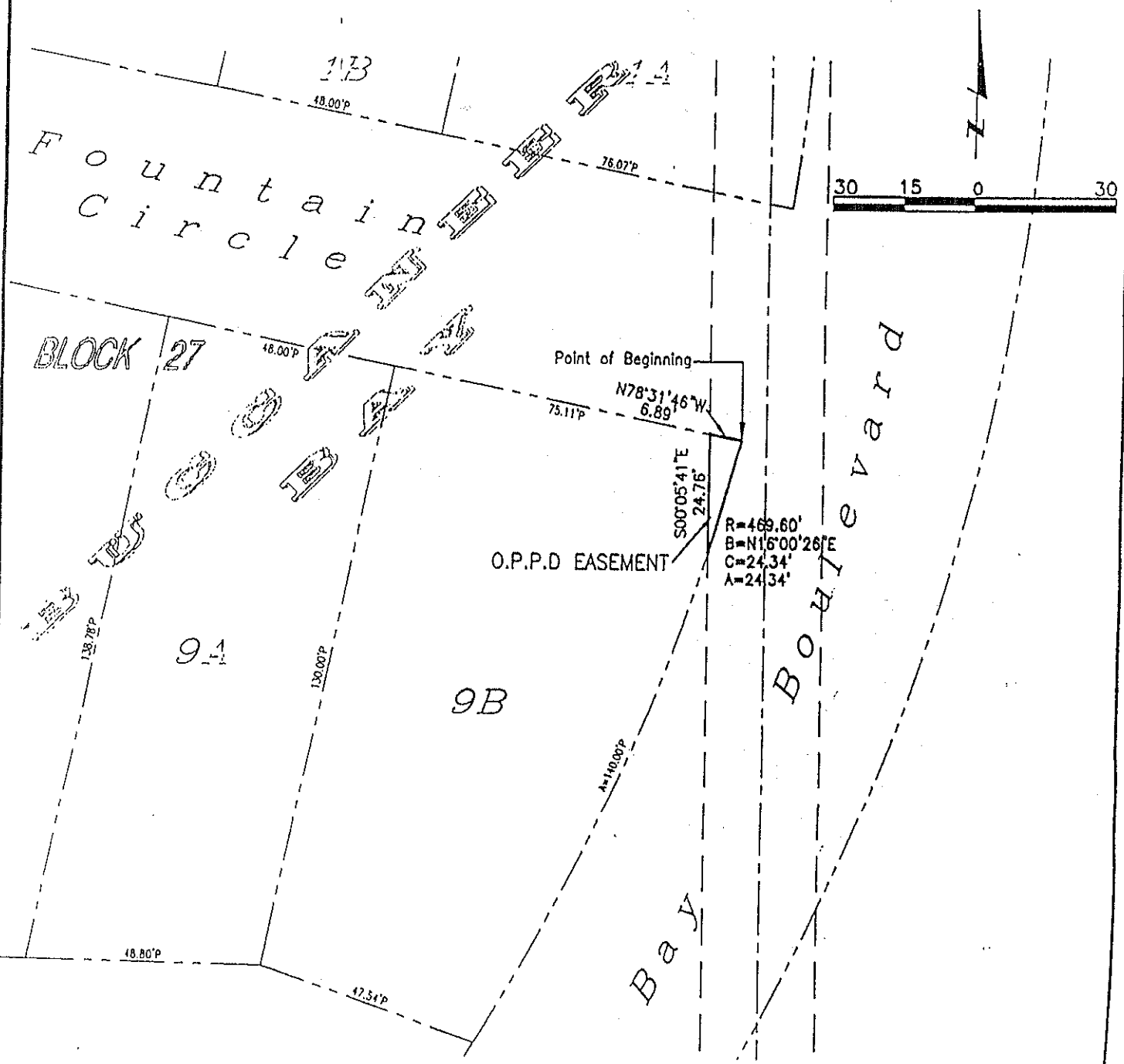
Falken

EXHIBIT "D"  
(1 of 2)

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of overhead power lines over that part of Lot 9B, Block 27, BUCCANEER BAY, a subdivision, as platted and recorded in Cass County, Nebraska, described as follows:

Beginning at the northeast corner of said Lot 9B, Block 27, BUCCANEER BAY;  
Thence North 78°31'46" West (bearings referenced to the Final Plat of Block 27, BUCCANEER BAY) for 6.89 feet along the north line of Lot 9B, Block 27, BUCCANEER BAY;  
Thence South 00°05'41" East for 24.76 feet to the east line of Lot 9B, Block 27, BUCCANEER BAY;  
Thence along a curve to the left (having a radius of 469.60 feet and a long chord bearing North 16°00'26" East for 24.34 feet) for an arc length of 24.34 feet to the Point of Beginning;  
Containing 86 square feet.



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402-498-2498  
FAX 402-498-2730

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EXHIBIT "D"  
(2 of 2)

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of overhead power lines over that part of Lot 9B, Block 27, BUCCANEER BAY, a subdivision, as platted and recorded in Cass County, Nebraska, described as follows:

Beginning at the northeast corner of said Lot 9B, Block 27, BUCCANEER BAY;  
Thence North  $78^{\circ}31'46''$  West (bearings referenced to the Final Plat of Block 27, BUCCANEER BAY) for 6.89 feet along the north line of Lot 9B, Block 27, BUCCANEER BAY;  
Thence South  $00^{\circ}05'41''$  East for 24.76 feet to the east line of Lot 9B, Block 27, BUCCANEER BAY;

Thence along a curve to the left (having a radius of 469.60 feet and a long chord bearing North  $16^{\circ}00'26''$  East for 24.34 feet) for an arc length of 24.34 feet to the Point of Beginning;

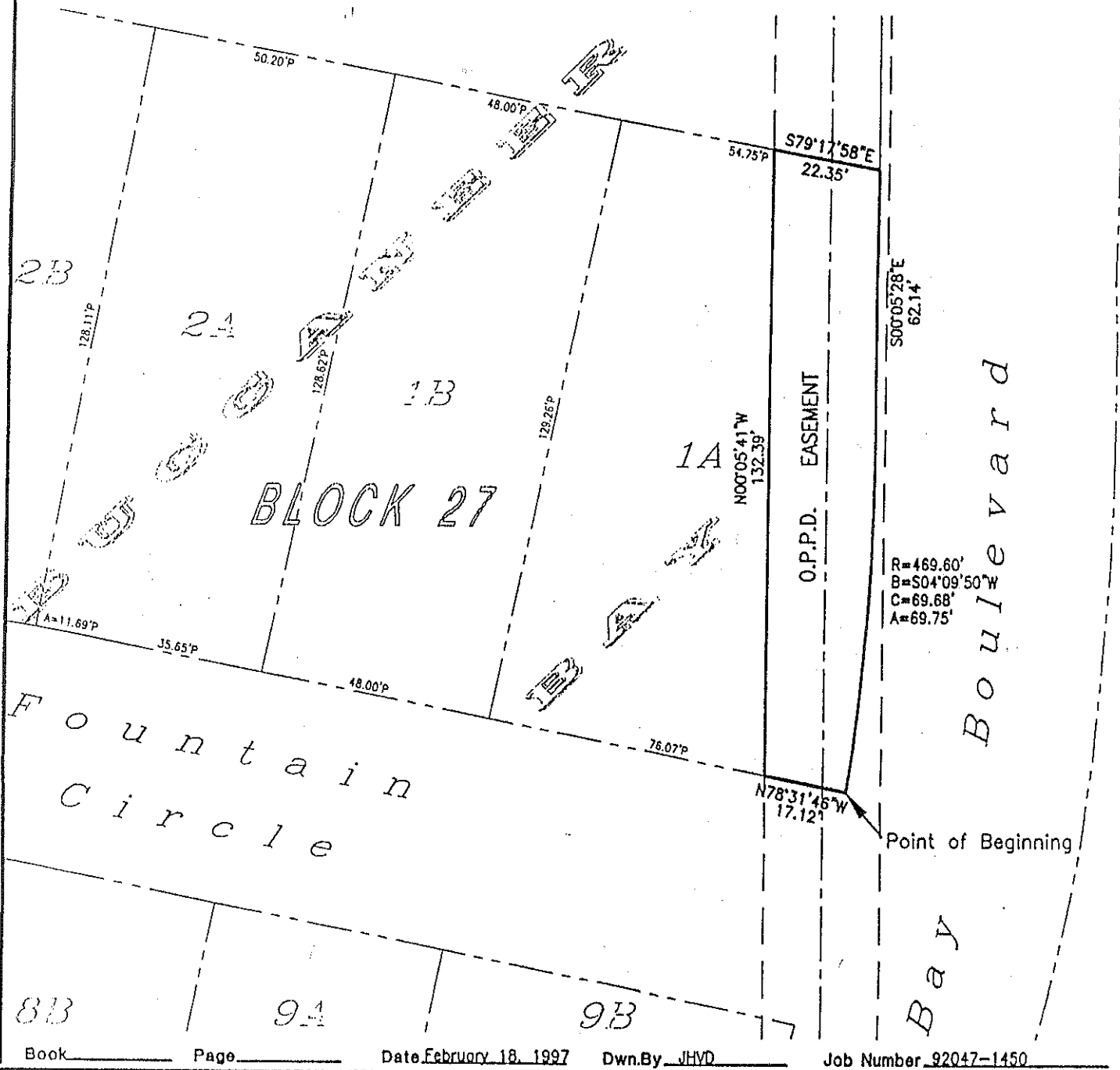
Containing 86 square feet.

Falkow

EXHIBIT "E"  
(1 of 2)

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of overhead power lines over that part of Lot 1A, Block 27, BUCCANEER BAY, a subdivision, as platted and recorded in Cass County, Nebraska, described as follows:  
SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION



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402-498-2498  
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EXHIBIT "E"  
(2 of 2)

## LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of overhead power lines over that part of Lot 1A, Block 27, BUCCANEER BAY, a subdivision, as platted and recorded in Cass County, Nebraska, described as follows:

Beginning at the southeast corner of Lot 1A, Block 27, BUCCANEER BAY;

Thence North 78°31'46" West (bearings referenced to the Final Plat of Block 27, BUCCANEER BAY) for 17.12 feet along the south line of said Lot 1A, Block 27, BUCCANEER BAY;

Thence North 00°05'41" West for 132.39 feet;

Thence South 79°17'58" East for 22.35 feet to the east line of Lot 1A, Block 27, BUCCANEER BAY;

Thence South 00°05'28" East for 62.14 feet;

Thence along a curve to the right (having a radius of 469.60 feet and a long chord bearing South 04°09'50" West for 69.68 feet) for an arc length of 69.75 feet to the Point of Beginning.

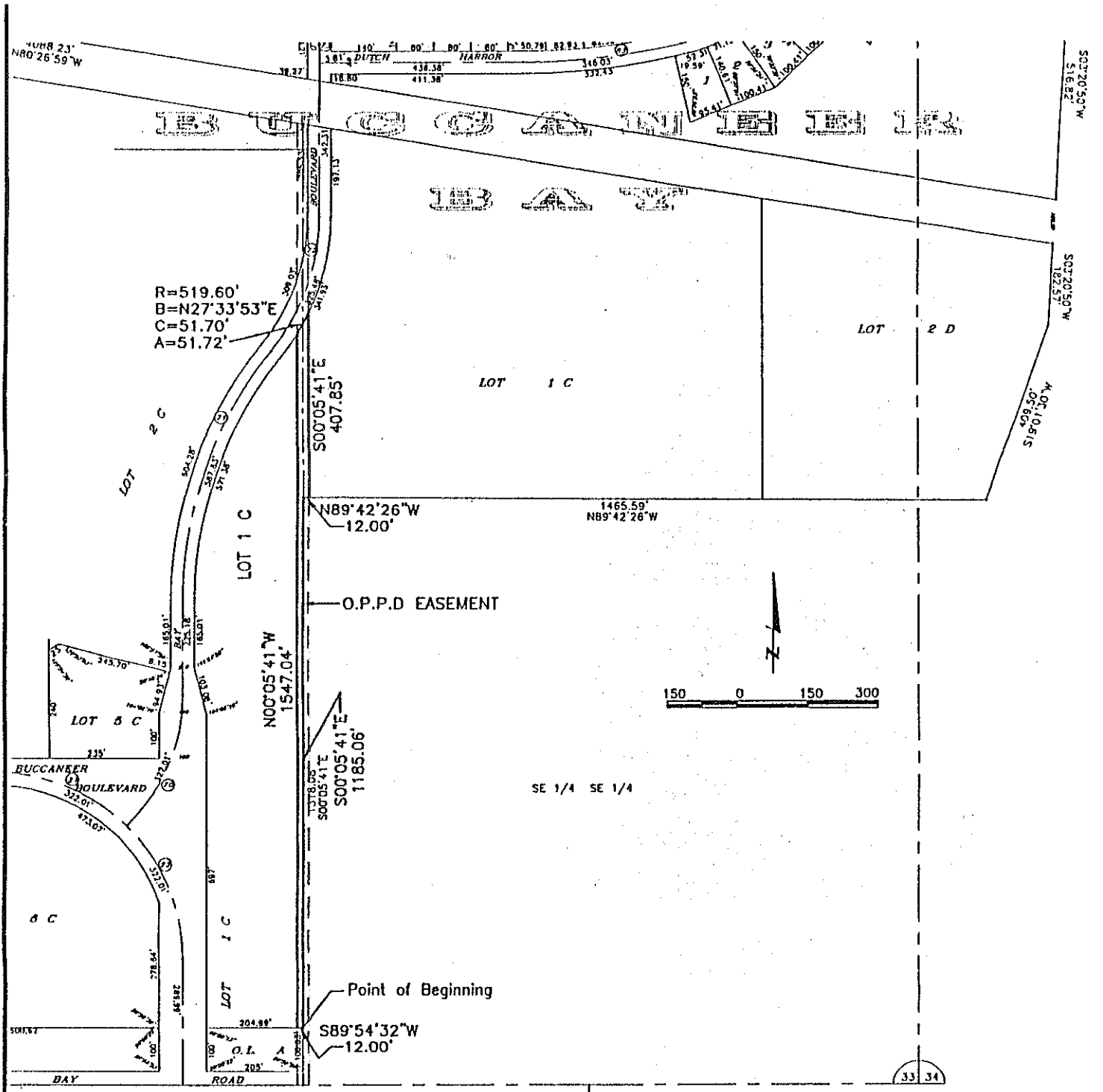
Containing 2787 square feet.

**UNRELEASED EASEMENT AREA**  
**Legal Description**

That part of Lot 1C, Buccaneer Bay, a subdivision, as platted and recorded in Cass County, Nebraska, described as follows:

Beginning at the east corner common to Lot 1C and Outlot A, Buccaneer Bay; Thence South 89°54'32" West (bearings referenced to the Final Plat of Buccaneer Bay) for 12.00 feet along the north line of said Outlot A; Thence North 00°05'41" West for 1547.04 feet (said line being twelve feet west of and parallel to the east line of Lot 1C, Buccaneer Bay) to the east right of way line of Bay Boulevard; Thence along a curve to the left (having a radius of 519.60 feet and a long chord bearing North 27°33'53" East for 51.70 feet) for an arc length of 51.72 feet; Thence South 00°05'41" East for 407.85 feet (said line being twenty-four feet east of and parallel to the penultimate line) to the south line of Lot 1C, Buccaneer Bay; Thence North 89°42'26" West for 12.00 feet; Thence South 00°05'41" East for 1185.06 feet along the east line of Lot 1C, Buccaneer Bay, to the Point of Beginning.

Containing 23,436 square feet.



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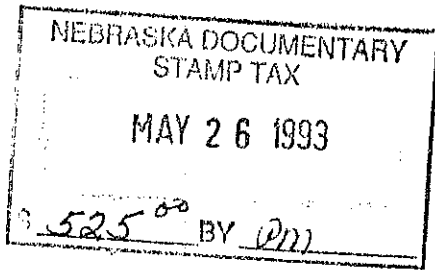
omaha, nebraska 68164-1978

402-498-2498

EXHIBIT F

FAX 402-498-2730

9247E111 D-9



COMPARED

FILED FOR RECORD 5-27-93 AT 2:04 P.M.  
BOOK 153 OF 222 PAGE 393  
REGISTER OF DEEDS CASS CO. NE State of Nebraska  
Doc # 605 \$ 256.00

### CORPORATION SPECIAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, That Dodge Land Co., a Corporation organized and existing under the laws of the State of Nebraska (hereinafter called "Grantor"), in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto Bay Hills Limited Partnership, a Nebraska limited partnership (hereinafter called "Grantee"), the real estate situated in the County of Cass and State of Nebraska, described as follows:

- Lots 5, 9, and 12, Block 1;
- Lots 1, 12, 13, and 14, Block 2;
- Lots 1, 2, 5, 6, 18, and 23, Block 3;
- Lots 6, 8 through 15, inclusive, and Lots 17 through 21, inclusive, Block 4;
- Lots 1, 4, 6, 7, 9, 11, 19, 21 through 24, inclusive, and Lots 28, 29, 31, 33 through 36, inclusive, and Lots 38 through 41, inclusive, Block 5;
- Lots 1 through 19, inclusive, 21, 23, 24, 26, and Lots 29 through 31, inclusive, Block 6;
- Lots 1 through 36, inclusive, Block 7;
- Lots 7 through 26, inclusive, Block 8;
- Lots 1 through 11, inclusive, Block 9;
- Lots 16 through 48, inclusive, Block 11;
- Lots 1 through 16, inclusive, Block 12;
- Lots 1 through 43, inclusive, Block 13;
- Lots 1 through 10, inclusive, Block 14;
- Lots 1 through 73, inclusive, Block 15;
- Lots 2 through 35, inclusive, and Lots 37, 39, and 41, Block 16;
- Lots 1, 8, 10, 12, 15, 16, 17, and 23 through 28, inclusive, Block 17;
- Lots 2, 3, and 5, Block 18;
- Lots 5, 6, and 8, Block 19;
- Lots 1, 2, 3, 5, 7, 9, and 10, Block 20;
- Lots 1, 18, and 19, Block 21;
- Lots 17 and 18, Block 22;
- Lots 13 through 28, inclusive, Block 23;
- Lots 1 through 9, inclusive, and part of Lot 10, Block 24;
- Lots 2 through 58, inclusive, 1st Addition;
- Lot 1A;
- Lot 2A;
- Lot 4A, EXCEPT that part more particularly described as follows:  
Beginning at the Northeast corner of Lot 4A, said corner being common with Lots 1G and 6C, Buccaneer Bay; thence South 38°39'35" East (bearings based on the Buccaneer Bay recorded plat) for 50.85 feet along the Easterly line of said Lot 4A; thence South 17°43'07" East for 286.41 feet; thence South 48°31'12" West for 210.76 feet; thence South 25°33'21" West for 111.73 feet; thence South 88°18'48" West for 25.82 feet to the Westerly line of said Lot 4A; thence North 38°59'42" West for 356.01 feet to the Northwesterly corner of said Lot 4A; thence North 40°57'10" East for 300.56 feet to an angle point in the Northerly line of said Lot 4A; thence North 70°20'46" East for 148.66 feet to the point of beginning; and
- Lot 1B;
- Lot 2C;
- Lot 3C, EXCEPT that part more particularly described as follows:  
Beginning at the Southwesterly corner of said Lot 3C, said point being on the North right-of-way line of Buccaneer Boulevard and common with the Southeast corner of Outlot H, Buccaneer Bay; thence North 8°55'04" East (bearings based on the Buccaneer Bay recorded plat) for 270.72 feet to the Northwesterly corner of said Lot 3C; thence South 87°03'51" East for 301.64 feet along the North line of said Lot 3C; thence South 8°55'04" West for 224.42 feet parallel with and 300.0 feet East of the West line of Lot 3C to the curved Southerly line of said Lot 3C; thence along a curve to the left (having a radius of 454.0 feet and a long chord bearing South 86°36'07" West for 271.51 feet) for an arc distance of 275.73 feet along the Southerly lot line of said Lot 3C; thence South 69°12'12" West for 40.00 feet to the point of beginning; and
- Lot 4C;
- Lot 5C;
- Lot 6C, EXCEPT that part more particularly described as follows:  
Commencing at the most Northerly corner of said Lot 6C; thence South 35°53'27" West (bearings based on the Buccaneer Bay recorded plat) for 241.47 feet along the Northwesterly line of said Lot 6C to the True Point of Beginning; thence South 17°43'07" East for 196.07 feet to the Northwesterly line of Lot 1G, Buccaneer Bay; thence South 34°30'31" West for 22.99 feet along said Northwesterly line of Lot 1G to the Northeasterly corner of Lot 4A, Buccaneer Bay; thence South 70°20'46" West for 148.66 feet to an angle point in the Northwesterly line of said Lot 4A; thence North 2°32'41" East for 135.13 feet to an angle point in the Northwesterly line of Lot 6C, Buccaneer Bay; thence North 35°53'27" East for 149.01 feet to the True Point of Beginning; and
- Lot 1D;
- Outlot A;

Outlot B, EXCEPT that part more particularly described as follows:

Commencing at the North Quarter of Section 4, Township 12 North, Range 13 East of the 6th P.M., Cass County, Nebraska; thence North 89° 54' 46" West a distance of 33 feet to a point on the East line of said Lot B and the True Point of Beginning; thence South 00° 02' 46" West a distance of 7.83 feet; thence South 89° 55' 00" West along the South line of said Lot B a distance of 284 feet; thence North 00° 02' 46" East a distance of 40.83 feet; thence South 89° 55' 00" East a distance of 284 feet to a point on the aforementioned East line; thence South 00° 02' 46" West a distance of 33 feet to the True Point of Beginning;

Outlot C;

Part of Outlot D, lying within the Original Government Lots 3, 4, and 5 North of Railroad in Section 33, Township 13 North, Range 13 East of the 6th P.M.;

Part of Outlot E, lying within the Original Government Lot 2 of Section 34, Township 13 North, Range 13 East of the 6th P.M.;

Outlot H;

Outlot J;

Outlot K;

Outlot L;

Outlot M;

Outlot N;

Outlot O, EXCEPT that part more particularly described as follows:

Beginning at the Northeast corner of said Outlot "O"; thence South 38° 59' 42" East (bearings based on the Buccaneer Bay recorded plat) for 356.01 feet along the Easterly line of said outlot "O"; thence South 88° 18' 48" West for 235.79 feet; thence North 3° 54' 44" West for 261.12 feet to the Northerly line of said Outlot "O"; thence North 51° 53' 33" East for 37.47 feet to the point of beginning;

Outlot T.

All in Buccaneer Bay, a Subdivision, as surveyed, platted and recorded, in Cass County, Nebraska,

together with all buildings and improvements located thereon, and together with the tenements, hereditaments, privileges, easements and appurtenances to the same belonging and all the estate, title, right, claim or demand whatsoever of said Grantor of, in or to the same or any part thereof.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances, unto said Grantee and unto its successors and assigns, forever, and said Grantor, for itself and its successors and assigns, does covenant with said Grantee and with its successors and assigns, that it is lawfully seized of said premises; that they are free from encumbrances created by, through or under said Grantor, except (i) real estate taxes, tax sales, tax certificates, personal property taxes and weed control liens, if any, including any penalties and interest thereon, and (ii) plats, dedications, rights-of-way, easements, agreements, covenants, conditions, restrictions and plans of adjustment of record, if any (collectively "Permitted Encumbrances"), and (iii) subject to that certain Deed of Trust dated April 22, 1993 among Dodge Land Co., a Nebraska corporation, Trustor and First National Bank of Omaha, a national banking association, Omaha, Nebraska, Trustee and Beneficiary, in the original amount of \$500,000.00 recorded in Book 238 at Page 653 of the Mortgage Records of Cass County, Nebraska and encumbering a portion of the property herein conveyed, which Deed of Trust the Grantee herein assumes and agrees to pay; that said Grantor has good right and lawful authority to sell the same; and that said Grantor and its successors and assigns shall warrant and defend the same unto said Grantee and its successors and assigns, forever, against the lawful claims of all persons whomsoever claiming by, through or under said Grantor, except those claiming under Permitted Encumbrances, but against no others.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed this 19th day of May, 1993.


GRANTOR:

DODGE LAND CO.,  
a Nebraska Corporation

BY: W. L. Morrison, Jr.  
W. L. Morrison, Jr. President

State of Nebraska )  
                          )ss.  
County of Douglas )

The foregoing instrument was acknowledged before me on May 19, 1993, by W. L. Morrison, Jr. President of Dodge Land Co., a Nebraska Corporation, Grantor.

 GENERAL NOTARY-State of Nebraska  
BARBARA M. HAMMOND  
My Comm. Exp. April 11, 1996

Barbara M. Hammond  
Notary Public

OPPD Form No. 10-14-2

Res. Blanket

RIGHT-OF-WAY EASEMENT

BUCCANEER BAY, INC.

Owner(s) of the real estate described below, and hereafter referred to as "Grantor(s)", in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, and the right-of-way easement to install, operate, maintain, repair, replace and renew its electric and telephone facilities over, upon, above, along, under, in and across the following described real estate, to wit:

Lots One C (1C), Two C (2C), Three C (3C), and Six C (6C) and Lots One A (1A), Two A (2A), Three A (3A), and Four A (4A) of Buccaneer Bay Addition, an addition as surveyed, platted, and recorded in Cass County, Nebraska.

Doc # 226  
FILED FOR RECORD 8-29-75 AT 11:15 M. IN BOOK 17 OF Register of Deeds, Cass Co., Nebr.  
PAGE 544 REGISTER OF DEEDS, CASS CO., NEBR. \$ 5.00  
*Betty P. Hilpert*

COMPARED



\*Lincoln Telephone & Telegraph Company

CONDITIONS:

- (a) Where Grantee's facilities are constructed, Grantee shall have the right to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate, at any time, service lines, poles, wires, cables, crossarms, guys and anchors and other instrumentalities for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sound of all kinds and the reception thereof, including all services of the Grantee to the residence on the above described real estate, over, upon, along, above, under, in and across a strip of land sixteen feet (16') in width, being eight feet (8') on each side of and parallel to facilities as constructed by Grantee.
- (b) The Grantee shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (c) Grantor, its heirs, successors or assigns, covenant that at no time will any buildings, structures, pipelines or other property, except walks or driveways be erected, constructed, used or placed on or below the surface of said land where Grantee's facilities have been constructed.
- (d) Grantee shall restore the surface of the soil excavated for any purpose hereunder to the original contour thereof as near as may be and to repair or replace the surface of any walks or driveways which may have been disturbed for any purpose hereunder as near as may be.
- (e) It is further agreed Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her heirs, executors, administrators, successors or assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

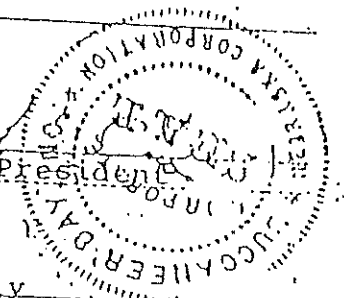
WITNESS my hand and Notarial Seal this 22 day of July, 1975.

ATTEST:

ATTEST:

BUCCANEER BAY, INC.

By: *Sterling R. Flott*  
Grantor(s)



STATE OF  
COUNTY OF

On this 22 day of July, 1975, before me the undersigned, a Notary Public in and for said State, personally appeared

Sterling R. Flott, President  
OF BUCCANEER BAY, INC.

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

Witness my hand and Notarial Seal the date above written.

DIANA L. ORR  
General Notary State of Nebr.  
My Commission Expires  
May 24, 1979

*Diana L. Orr*  
NOTARY PUBLIC

My Commission expires:

NOTARY PUBLIC

Commission expires:

Recorded in Misc. Book No. 124 Date 8/15/75 Contracts and Specifications Engineered CF Date 8/14/75  
At Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 1975

Location \_\_\_\_\_ Township \_\_\_\_\_ North, Range \_\_\_\_\_ East Section 28, 32, 33, 34, T13N, R13E  
Section 4, 5, T12N, R13E



# 227

RIGHT-OF-WAY EASEMENT

I, Buccaneer Bay, Inc. Owner(s)  
of the real estate described as follows, and hereafter referred to as "Grantor",

Buccaneer Bay Addition, an addition located in part of the South Half (S $\frac{1}{2}$ ) of Section 28, Part of Section 32, Part of Section 33 and the part of the West Half (W $\frac{1}{2}$ ) of the West Half (W $\frac{1}{2}$ ) Section 34 all in Township 13 North, Range 13, East, also the North Five Hundred Seventy-seven and Five Tenths feet (577.5') of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 4 and part of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 5, and part of the East Half (E $\frac{1}{2}$ ) of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 5 all in Township 12 North, Range 13 East of the 6th P.M., Cass County, Nebraska. (Blocks 1 through 26 inclusive)

Doc # 227  
FILED FOR RECORD 8-29-75 AT 10:17 A.M. IN BOOK 17 OF Misc.  
PAGE 545 REGISTER OF DEEDS, CASS CO., NEBR.  
Betty Philpott \$13.75

COMPARED

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, and the \_\_\_\_\_ a corporation, its successors and assigns, collectively referred to as "Grantees", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric and telephone facilities over, upon, above, along, under, in and across the following described real estate, to wit:

A strip of land 5' wide lying adjacent and parallel to the side lot lines of:

- Lots 1 through 13 inclusive, Block 1;
- Lots 1 through 14 inclusive, Block 2;
- Lots 1 through 26 inclusive, Block 3;
- Lots 1 through 21 inclusive, Block 4;
- Lots 1 through 41 inclusive, Block 5;
- Lots 1 through 32 inclusive, Block 6;
- Lots 1 through 36 inclusive, Block 7;
- Lots 1 through 43 inclusive, Block 8;
- Lots 1 through 11 inclusive, Block 9;
- Lots 1 through 9 inclusive, Block 10;
- Lots 1 through 48 inclusive, Block 11;

\*Lincoln Telephone & Telegraph Company

(continued on back)

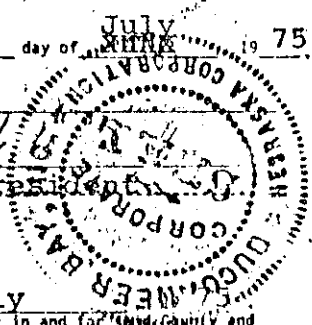
CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least twelve feet (12').
- (b) The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (c) Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (d) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 22 day of July, 1975

Buccaneer Bay, Inc.

By: [Signature] President



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day \_\_\_\_\_, 19\_\_\_\_,  
before me the undersigned, a Notary Public in and for said  
County, personally came \_\_\_\_\_

President of \_\_\_\_\_  
personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be \_\_\_\_\_ voluntary act and deed for the purpose therein expressed.

STATE OF NEBRASKA  
COUNTY OF Douglas  
On this 22 day of July,  
before me the undersigned, a Notary Public in and for \_\_\_\_\_ County and State, personally appeared \_\_\_\_\_

Sterling R. Flott, President of  
Buccaneer Bay, Inc.

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

Witness my hand and Notarial Seal the date above written.

Witness my hand and Notarial Seal at \_\_\_\_\_ in said County the day and year last above written.

NOTARY PUBLIC



DIANA L. ORR  
General Notary State of Neb.  
My Commission Expires  
May 24, 1979

[Signature]  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Dist. Eng. \_\_\_\_\_ Date 4/25 Contract and Specifications Engineer [Signature] Date 4/25

Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Section \_\_\_\_\_ Township \_\_\_\_\_ North, Range \_\_\_\_\_ East Saleman Cope Engineer Ferry Est. #1000, M.O. #6200  
Section 28, 32, 33, 34, T13N, R13E  
Section 4, 5, T12N, R13E



- Lots 1 through 16 inclusive; Block 12;
- Lots 1 through 43 inclusive, Block 13;
- Lots 1 through 10 inclusive, Block 14;
- Lots 1 through 73 inclusive, Block 15;
- Lots 1 through 41 inclusive, Block 16;
- Lots 1 through 28 inclusive, Block 17;
- Lots 1 through 11 inclusive, Block 18;
- Lots 1 through 9 inclusive, Block 19;
- Lots 1 through 10 inclusive, Block 20;
- Lots 1 through 19 inclusive, Block 21;
- Lots 1 through 24 inclusive, Block 22;
- Lots 1 through 54 inclusive, Block 23;
- Lots 1 through 40 inclusive, Block 24;
- Lots 1 through 83 inclusive, Block 25;
- Lots 1 through 100 inclusive, Block 26.



1/06/87

RIGHT-OF-WAY EASEMENT

R/W \_\_\_\_\_

#124

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate hereinafter described, his/her its/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor", hereby grant and convey to OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereinafter called "District", a permanent right-of-way easement to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, supports and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

Part of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section Thirty-three (33), Township Thirteen (13) North and part of the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter (NE $\frac{1}{4}$  NW $\frac{1}{4}$  & NW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section Four (4), Township Twelve (12) North, all in Range Thirteen (13), East of the 6th P.M., Cass County, Nebraska, lying Northwest of County Road.

the area of the above described real estate to be covered by this easement shall be as follows:

See Exhibit on the reverse side hereof for location of easement areas granted herein.

**COMPARED**

*Doc # 124*  
**FILED FOR RECORD** 3-9-87 AT 10:50 A. M. IN BOOK 34, OF Misc  
**PAGE** 343

REGISTER OF DEEDS, CASS CO., NEBR.

*\$11.00*

*Patricia Manning*

**CONDITIONS:**

- (a) The District shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (b) The District shall also have the right to burn, trim, or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, together with the express provision that any and all trees which, in falling would come within 15 feet of the nearest electric line conductor, may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by the District, and the District shall have the further right to control and impede the growth of all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.
- (c) The District shall pay the Grantor or Lessee, as their interests may appear, for all damages to growing crops, fences and buildings on said land which may be caused by the exercise of the hereinbefore granted rights.
- (d) Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgement of the District, endanger or be a hazard to or interfere with the hereinbefore granted rights; Grantor shall not allow any buildings, structures, hay or straw stacks or other property to remain or be placed upon the above described easement area; Grantor shall not change or alter the grade of the right-of-way herein described without the prior written approval from the District; Grantor shall not allow the burning of any materials of any nature within the limits of the above described right-of-way.
- (e) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 3<sup>rd</sup> day of MAR, 19 87.

COUNTY OF CASS COUNTY NEBRASKA

*Hilton Rogers*

STATE OF

STATE OF NEBRASKA

COUNTY OF

COUNTY OF CASS.

On this \_\_\_ day of \_\_\_\_\_, 19 \_\_\_, before me the undersigned, a Notary Public in and for said County, personally came \_\_\_\_\_

On this 3<sup>rd</sup> day of MAR, 19 87, before me the undersigned, a Notary Public in and for said County and State, personally appeared

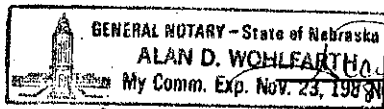
President of \_\_\_\_\_ personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be \_\_\_\_\_ voluntary act and deed for the purpose therein expressed.

HILTON ROGERS  
CHAIRMAN OF CASS COUNTY BOARD OF COMMISSIONERS  
personally to me known to be the identical person(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal at \_\_\_\_\_ in said County the day and year last above written.

Witness my hand and Notarial Seal the date above written.

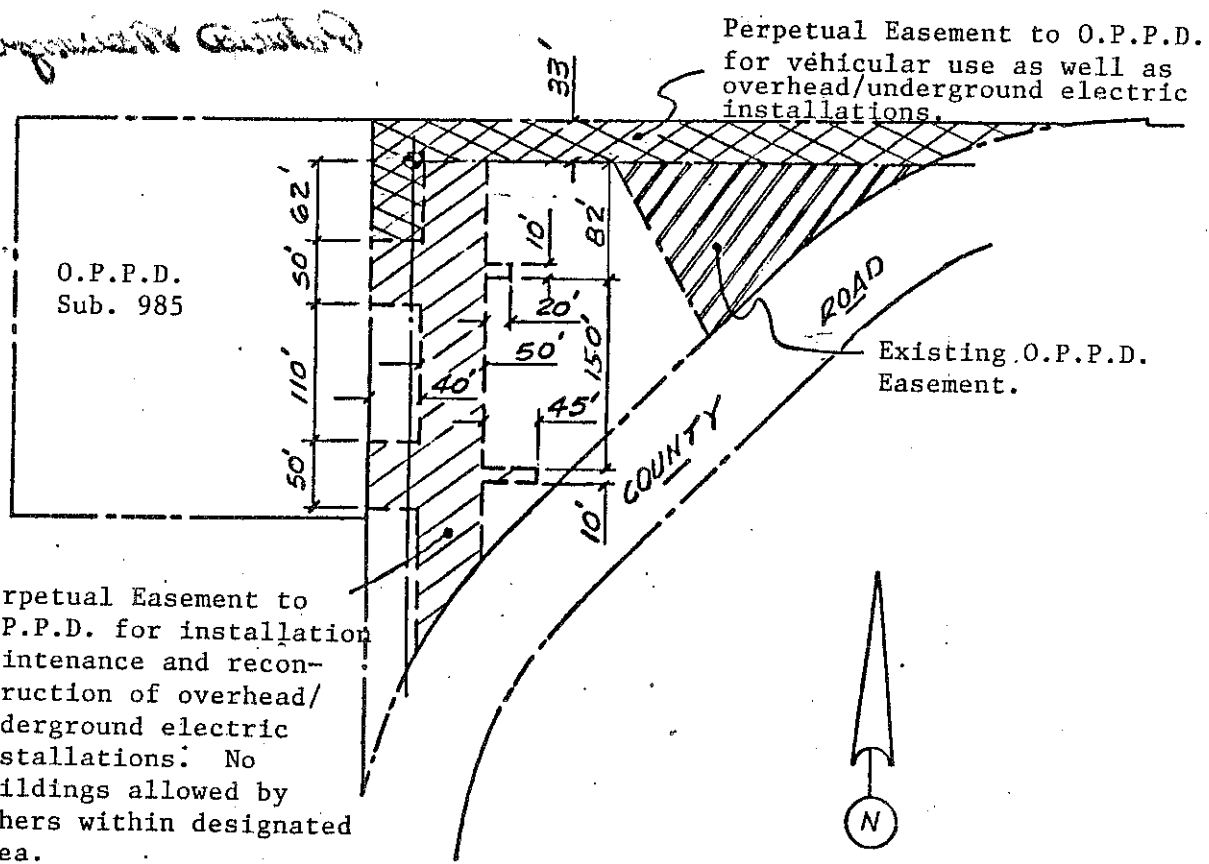
\_\_\_\_\_  
NOTARY PUBLIC



*Alan D. Wohlfaeth*  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



1-1761  
R

RETURN TO:  
OMAHA PUBLIC POWER DISTRICT  
1623 HARNEY ST. - RM. 401  
OMAHA, NE 68102

Transmission Engineer RLS Date 1-7-87

Property Management LH Date 3-5-87

Recorded in Misc. Book No. \_\_\_\_\_ at Page No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_.

WITNESSETH:

WHEREAS, the Declarant is the owner of the following described real property:

Lots 1A through 20B, inclusive, and Lots 21 through 62, inclusive, all in Block 27, Buccaneer Bay, a subdivision as surveyed, platted and recorded in Cass County, Nebraska, and

WHEREAS, the Declarant will convey said Lots, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth,

NOW, THEREFORE, the Declarant hereby declares that all of the Lots described in Article I.D. below shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots in the Properties. These easements, covenants, restrictions, and conditions, shall run with said real property, and shall be binding upon all parties having or acquiring any right, title or interest in the above described Lots, or any part thereof, and they shall inure to the benefit of each Owner thereof.

ARTICLE I  
DEFINITIONS

A. "Association" shall mean and refer to the Block 27 Lake Lot Owners Association, Inc., a Nebraska non-profit corporation, and its successors and assigns.

B. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot as described in Article I.D. below, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

C. "Properties" shall mean and refer to all Lots together with the Common Properties, all in Block 27, Buccaneer Bay, a subdivision as surveyed, platted and recorded in Cass County, Nebraska.

D. "Lot" shall mean and refer to each of Lots 1A through 20B, inclusive, and Lots 21 through 62, inclusive, all in Block 27, Buccaneer Bay, a subdivision as surveyed, platted and recorded in Cass County, Nebraska.

E. "Declarant" shall mean and refer to Bay Hills Limited Partnership, a Nebraska limited partnership, and its successors and assigns.

F. "Architectural Control Committee" shall mean the individual or committee appointed by the Declarant, and its successors and assigns.

G. "Common Properties" shall mean and refer to Lot 1LR and Outlots C1R, C2R, C3R and C4R, all in Block 27, Buccaneer Bay, a subdivision as surveyed, platted and recorded in Cass County, Nebraska.

ARTICLE II  
ARCHITECTURAL CONTROL

A. No dwelling, fence, (other than fences constructed by Declarant), wall, pathway, driveway, patio, patio cover or enclosure, deck, rock garden, garden, treehouse, swimming pool, television or radio antenna, satellite dishes, flag pole, solar collecting panels or equipment, tool sheds, or other external improvements, above or below the surface of the

FILED FOR RECORD 1-7-97 AT 10:14 A. M.  
IN BOOK 49 OF Map PAGE 386  
REGISTER OF DEEDS, CASS CO., NE Patricia Masingo  
Doc # 73 \* 7550

1

OT  
29549

x

ground shall be built, erected, placed, planted, altered, or otherwise maintained or permitted to remain on any Lot, nor shall any grading, excavation, or tree removal be commenced without express written prior approval of the Declarant through its Architectural Control Committee, or its permission by implied approval procured in the manner set forth below.

B. The Declarant, through its Architectural Control Committee, shall consider general appearance, exterior color or colors, architectural character, harmony of external design and location in relation to surroundings, topography, location within the Lot boundary lines, quality of construction, size and suitability for residential purposes as part of its review procedure. Only exterior colors of certain neutral hues or other unobtrusive colors as determined by the Architectural Control Committee in its sole and absolute discretion will be acceptable. The Architectural Control Committee specifically reserves the right to deny permission to construct or place any of the above-mentioned improvements which it determines will not conform to the general character, plan and outline for the development of the Properties.

C. Documents submitted for approval shall be clear, concise, complete, consistent and legible. All drawings shall be to scale. Samples of materials to be included in the improvement may be required of the applicant at the discretion of the Architectural Control Committee. Submittals for the approval shall be made in duplicate and the comments and actions of the Architectural Control Committee will be identically marked on both copies of said submittals. One copy will be returned to the applicant, and one copy will be retained as part of the permanent records of the Committee. Each applicant shall submit to the Architectural Control Committee the following documents, materials and/or designs.

1. Site plan indicating specific improvement and indicating Lot number, street address, grading, surface drainage and sidewalks.

2. Complete construction plans, including but not limited to, basement and upper floor plans, floor areas of each level, wall sections, stair and fireplace sections and exterior elevations clearly indicating flues or chimneys, type and extent of siding, roofing, other faces and/or veneer materials.

D. The approval or disapproval of the Architectural Control Committee as required in these Covenants shall be in writing. Failure of the Architectural Control Committee to give either written approval or disapproval of submitted plans within thirty (30) days after receipt of all of the documents required above, by mailing such written approval or disapproval to the last known address of the applicant as shown on the submitted plans, shall operate as a waiver of the requirements for approval by the Architectural Control Committee for the submitted plans.

### ARTICLE III RESTRICTIONS FOR RESIDENTIAL DWELLINGS

A. Townhome/Duplex Lots. Lots 1A through 20B, inclusive, in Block 27, Buccaneer Bay, shall be subject to the following restrictions:

1. The Lots shall be used only for residential purposes. The Lots are designed for duplex townhome construction. Each A lot has a corresponding B Lot adjacent to it with the same number. Each Lot shall contain no more than one (1) dwelling unit, but said unit may be attached to the dwelling on the adjacent corresponding Lot, using the zero lot line concept, at the common lot line between the A lot and the B lot of the same number.

2. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

a. Dwelling units will be permitted only if approved by the Architectural Control Committee and shall not be approved unless the dwelling contains more than 1100 square feet and unless they are compatible with other homes to be built in Buccaneer Bay in the opinion of the Architectural Control Committee in its sole and absolute discretion.

b. All buildings and improvements on all Lots shall comply with the set back requirements of the Zoning Code of Cass County as the same may be amended from time to time.

B. Single Family Lots. Lots 21 through 62 inclusive, in Block 27, Buccaneer Bay, shall be subject to the following restrictions:

1. The Lot shall be used only for residential purposes and no Lot shall contain more than one (1) dwelling unit.

2. No building shall be created, altered, placed or permitted to remain on any Lot other than the dwelling unit referred to above, and said dwelling unit shall conform to the following requirements.

a. Dwelling units will be permitted only if approved by the Architectural Control Committee and shall not be approved unless the dwelling contains more than 1300 square feet and unless they are compatible with other homes to be built in Buccaneer Bay in the opinion of the Architectural Control Committee in its sole and absolute discretion.

b. All buildings and improvements on all Lots shall comply with the set back requirements of the Zoning Code of Cass County as the same may be amended from time to time.

C. General Restrictions. All dwelling units described in A and B above shall comply with the following restrictions.

1. All dwelling units shall have attached, enclosed, side-by-side, two (2) car garages minimum which must contain an area of not less than four hundred (400) square feet. Other or additional garages may be permitted at the discretion of the Architectural Control Committee.

2. For the purposes of these restrictions, two-story height shall, when the basement is exposed above finish grade, be measured from the basement ceiling on the exposed side(s) to the eave of the structure on the same side(s). Area means finished habitable space, measured to the exterior of the enclosing walls. The maximum height of the dwelling shall be two (2) stories. The basement is not considered a story even if it is one hundred percent (100%) above grade on one or more sides, and essentially below grade on the other sides.

3. No fences may be built closer to any adjoining street than the property line. No fence may be built closer to the lot line than the building setback line of a lot line which adjoins the lake. Fences shall be subject to the approval of the Architectural Control Committee referred to above. Wire or chain-link fences shall not be permitted. Temporary or permanent barbed wire, electrified, and/or snow fences are strictly prohibited.

4. No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be erected on said Lot or used as a residence, temporarily or permanently.

5. All dwellings shall be roofed with roofing materials which have the approval of the Architectural Control Committee in its sole and absolute discretion.

6. The Declarant has created a water drainage plan by grading the Properties and installing improvements and easements for storm drainage in accordance with accepted engineering principles. No building shall be placed, nor any Lot graded, to interfere with such water drainage plan nor cause damage to the building or neighboring buildings or Lots.

7. No stable or other shelter for any animal, livestock, fowl or poultry shall be erected, altered, placed or permitted to remain on any Lot. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets maintained within the dwelling may be kept, provided that they are not kept, bred or maintained for any commercial purpose and, provided, that they are kept

confined to the Lot of their owner and are not permitted to run loose outside the Lot of the Owner.

8. No incinerator, or trashburner shall be permitted on any Lot. No garbage, trash can or container shall be permitted to remain outside of any dwelling unless completely screened from view from every street and from all other lots in the subdivision. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling except while in actual use. No garage door shall be permitted to remain open except when entry to and exit from the garage is required. No clothesline shall be permitted outside of any dwelling at any time. Any exterior air conditioning condensing units or heat pump units shall be placed in the rear yard of the dwelling and in no case closer than ten (10) feet to the neighboring property line. Detached accessory buildings are not permitted.

9. No automobile, boat, camping trailer, van-type campers, auto-drawn trailer of any kind, mobile home, motorcycle, snowmobile, or other self-propelled vehicles shall be stored or maintained outside of the garage. For purposes of the preceding provision, "stored or maintained outside of the garage" shall mean, parking the vehicle or trailer on the driveway, or any part of the Lot, outside of the garage for four (4) or more consecutive days. All repair or maintenance work on automobiles, boats, camping trailers, van-type campers, auto-drawn trailers of any kind, mobile homes, motorcycles, snowmobiles or other self-propelled vehicles done on the premises must be done in the garage. The dedicated street right-of-way located between the pavement and the lot line of any residential Lot shall not be used for the parking of any vehicle, boat, camper, or trailer. Automobiles and other self-propelled vehicles parked out-of-doors within the premises above-described, or upon the streets thereof, must be in operating condition.

10. All Lots shall be kept free of rubbish, debris, merchandise and building material; however, building materials may be placed on Lots when construction is started on the main residential structure intended for such Lot. In addition, vacant Lots where capital improvements have not yet been installed shall not be used for dumping of earth or any other waste materials, and shall be maintained level and smooth enough for machine mowing. No vegetation on vacant Lots, where capital improvements have not yet been installed, shall be allowed to reach more than a maximum height of twelve (12) inches. The Association shall have a right and easement to enter onto vacant Lots not complying with the above. The Association shall have the right to clear and/or mow Lots in violation to the above and to lien said Lots under provisions in Article IV hereof.

11. Except for the purpose of controlling erosion on vacant Lots, no field crops shall be grown upon any Lot at any time.

12. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, odors, dust, glare, sound, lighting, smoke, vibration and radiation.

13. A dwelling on which construction has begun must be completed within one (1) year from the date the foundation was dug for said dwelling.

14. Small vegetable gardens and rock gardens shall be permitted only if maintained in the designated rear yard of any Lot, behind the dwelling on said Lot. Further, vegetable gardens and rock gardens must be approved by the Architectural Control Committee.

15. No residential dwelling shall be occupied by any person as a dwelling for such person until the construction of such dwelling has been completed, except for minor finish details as determined and approved by the Architectural Control Committee.

16. No streamers, poster, banners, balloons, exterior illumination or other rallying devices will be allowed on any Lot in the promotion or sale of any Lot, dwelling or property unless approved by the Architectural Control Committee in writing. No advertising sign or posters of any kind shall be erected or placed on any of said Lots, except that residential "For Sale" signs, not exceeding six (6) square feet in size, shall be permitted and, provided further, that such restriction as to sign size shall not apply to any

**ARTICLE IV**  
**LAKE LOT OWNERS ASSOCIATION**

A. Membership. Declarant, and every Owner shall be a member of the Association as defined in Paragraph A of Article I hereof. Memberships shall be appurtenant to and may not be separated from ownership of the Lots. Ownership of a Lot(s) or a portion of a Lot shall be the sole qualification for membership. The foregoing is not intended to include persons or entities who hold any interest merely as security for the performance of an obligation.

B. Voting Rights. Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot or a portion of a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot.

C. Covenants For Maintenance Assessments.

1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned, subject to Paragraph C.5. of this Article, and each Owner of any Lot, except those exempt under Paragraph C.8. of this Article, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, hereby covenant, and agree to pay to the Association: (a) annual assessments or charges, (b) weed mowing and/or Lot clearing assessments, and (c) special assessments for capital improvements. All such assessments to be established and collected as herein provided. The annual assessments, weed mowing and/or Lot clearing assessments, and special assessments, together with interest, costs, and attorney's fees, shall be a charge on the Lot and shall be a continuing lien on the Lot against which each assessment is made. ALL SUBSEQUENT PURCHASERS SHALL TAKE TITLE TO THE LOT SUBJECT TO SAID LIEN AND SHALL BE BOUND TO INQUIRE OF THE ASSOCIATION AS TO THE AMOUNT OF ANY UNPAID ASSESSMENTS. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person(s) who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by such person, but the lien shall continue on the Lot and the personal liability of the person who owned the Lot when the lien was created shall continue.

2. Purpose of Assessments. The assessments by the Association shall be used exclusively for the following purposes: (a) to maintain, repair, and operate the Common Properties, including but not limited to the lake and well on Lot 1LR, and including the improvements, structures, facilities and fixtures thereon and the grounds thereof, and personal property used in connection therewith; (b) to exercise the rights reserved to the Association in Paragraph C.10. of Article III hereof; (c) to acquire, construct, reconstruct, or replace new or existing capital improvements, structures, facilities and fixtures on the Common Properties, including personal property used in connection therewith; (d) to pay the costs and expenses of enforcing the provisions of these Covenants, Conditions, and Restrictions, including the fees of attorneys hired to represent the Association, court costs, witness fees, and related costs; and (e) to carry out such other purposes as the Association shall from time to time determine to be in the best interests of it's Members.

3. Regular Assessment. Before each fiscal year, the Board of Directors of the Association shall adopt and fix in reasonably itemized detail an annual budget for the then anticipated expenses and costs for that year, and shall levy and collect assessments



from each Lot which, considering other sources of income, if any, shall be sufficient to fund the budget for said fiscal year. The regular assessment with respect to all Lots shall be uniform in amount.

4. Weed Mowing and/or Clearing Assessment. In the event the Association exercises its rights reserved in Paragraph C.10. of Article III hereof, the lien against the Lot shall be the amount the Board of Directors of the Association shall determine sufficient to cover the expense of mowing and/or clearing.

5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a new or existing capital improvement, structure, facility, or fixture on the Common Properties, including but not limited to, personal property related thereto. Provided, however, any such assessment shall have the assent of a majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence:

a. When Assessments Start. Beginning January 1, 1997, all Lots shall be subject to the assessments contained herein.

b. When Assessed and Notice to Owners. The Board of Directors shall fix the amount of the annual assessment to be assessed against each Lot. Written notice of the annual assessment shall be sent to each Owner subject thereto at least twenty (20) days prior to the due date of the assessment, or the first installment thereof, including the due dates and amounts thereof. The failure of the Board to so notify each Owner in advance shall not, however, relieve any Owner of the duty and obligation to pay such assessment or any installment thereof. The Board shall have the authority, in its discretion, to require that all Owners pay the annual assessment in one payment or in installments becoming due at such time or times during the assessment year and payable in such manner as determined by the Board. The annual assessments shall be and become a lien as of the date of the annual assessment.

c. Certificate Furnished Re: Payment of Assessment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within the thirty (30) days after the due date shall bear interest from the due date at the rate of eleven percent (11%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property in the same manner as provided by law for the foreclosure of mortgages. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Properties, or abandonment of his Lot.

8. Subordination of the Lien to Mortgages or Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or the exercise of rights under a deed of trust shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but the person who owned the Lot at the time when the lien attached remains personally liable for payment of the amount of the lien.

9. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Nebraska shall be exempt from the assessments created herein.

ARTICLE V  
GENERAL PROVISIONS

A. The Declarant, or its assigns, or any Owner of a Lot within the Properties, shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration, either to prevent or restrain any violation of same, or to recover damages or other dues for such violation. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The Covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. This Declaration may be amended by the Declarant, or any person, firm, corporation, partnership, or entity designated in writing by the Declarant, in any manner it shall determine in its full and absolute discretion for a period of five (5) years from the date hereof. Thereafter this Declaration may be amended by an instrument signed by the Owners of not less than ninety percent (90%) of the lots in the Properties.

C. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 23rd day of December, 1996.

DECLARANT:

BAY HILLS LIMITED PARTNERSHIP,  
A Nebraska limited partnership

BY: DODGE LAND CO.  
a Nebraska corporation,  
the sole General Partner


BY: W. L. Morrison, Jr.  
W. L. Morrison, Jr., President

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

On this 23rd day of December, 1996, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Land Co., a Nebraska corporation, which corporation is the sole general partner of Bay Hills Limited Partnership, a Nebraska limited partnership, and who acknowledged the execution to be the voluntary act and deed of such corporation, and the voluntary act and deed of said limited partnership.

Witness my hand and official seal the day and year last above written.

Barbara M. Hammond  
Notary Public

 GENERAL NOTARY-State of Nebraska  
BARBARA M. HAMMOND  
My Comm. Exp. April 11, 2000

EASEMENT

CREATING RIGHT OF WAY

This Agreement made on the 1st day of October, 1985, by and between C D S INVESTMENT COMPANY...A NEBRASKA CORPORATION of 6714 South 78th, City Ralston, State Nebraska, party of the first part, and Public of Cass County, City, Plattsmouth State Nebraska, party of the second part.

Witnesseth, that the party of the first part, for himself, his heirs, successors, and assigns, grants and conveys unto the party of the second part, his heirs, successors, and assigns, and easement in, to, upon and over all that portion of a certain property:

An easement for ingress and egress, granted to the owners, heirs, successors and assigns of Lots 11 and 12 Block 26 from the owners, heirs, successors and assigns of Lots 10 and 13 Block 26 (All in Buccaneer Bay Subdivision in Sec. T13N-R13E of the 6th P. M. ) within the boundary of a tract of land described as follows:

- (a) the north 15' of that part of Lot 13 which is adjacent to Lot 11
(b) 15' each side of the line common with Lots 10 and 13 extending from Lot 11 thence southeasterly to the common area line.

Said easement is given for the sole purpose of ingress and egress and it is agreed and understood that it is not to be construed as an easement given to the exclusion of the party of the first part, his heirs, successors, and assigns, or to other later granted a similar right.

The party of the second part, his heirs, successors, and assigns, covenants with the party of the first part, his heirs, successors, and assigns, to at all times maintain and make necessary repairs, at his or their own expenses, should the property require same for its proper upkeep and maintenance.

To have and to hold the said right of way easement unto the party of the second part for a period of Perpetual years.

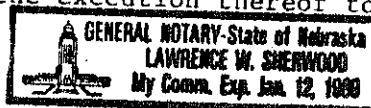
In witness whereof, the parties hereto have duly executed this agreement.

Doc #233 FILED FOR RECORD 1-12-85 AT 2:45 P.M. IN BOOK 32 OF MISSOURI REGISTER OF DEEDS, CASS CO., NEBR. PAGE 635 Betty Philpot STATE OF NEBRASKA ) COUNTY OF DOUGLAS ) SS COMPARE \$ 7.00

C D S INVESTMENT COMPANY

[Signature] President

Before me, a notary public qualified for said county, personally came Bruce G. Nieto, President of C D S INVESTMENT COMPANY and [Signature] known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



WITNESS my hand and notarial seal on the 1st day of October, 1985. My Commission Expires: January 12, 1989 [Signature] NOTARY PUBLIC

COMPARED

FILED  
CASS COUNTY, NE.

2006 DEC 28 AM 9:52

66 Misc. PG 53  
BK OF PATRICIA MEISINGER  
REGISTER OF DEEDS

Doc# 7802 \$1,082.50

**RESOLUTION**

**WHEREAS**, Beaver Lake Association, a Nebraska Not-For-Profit Corporation, is the body empowered, authorized and obligated to exercise rights, privileges, duties and obligations as set out to the original Covenants and Restrictions of Beaver Lake Subdivision, filed at the Cass County Courthouse, Register of Deeds Office, and

**WHEREAS**, said original Covenants and Restrictions empower said Association with the power to amend said Covenants and Restrictions, and

**WHEREAS**, said original Covenants and Restrictions require notice for three successive weeks in a newspaper of general circulation in Cass County, Nebraska, the same having been done and satisfactorily shown to the Board of Directors of Beaver Lake Association, said original Covenants and Restrictions also calling for an objection to proposed amendment in writing signed by more than fifty percent (50%) of the lot owners of record within thirty (30) days after the date of the first publication, and in that the Board has not received an objection signed by more than fifty percent (50%) of the lot owners of record, the first day of the publication being December 7, 2006.

**NOW THEREFORE, BE IT RESOLVED**, that the Covenants and Restrictions are adopted as amended, that the same be recorded in the Cass County Register of Deeds Office, and that the same shall be effective from the date of filing therein.

*James J. Hunt*  
President  
Beaver lake Association

Attest:

*Patricia J. Hunt*  
Secretary

INDEX: Said Amended Equestrian Covenants and Restrictions of Beaver Lake Association are to be filed with the Register of Deeds office Cass County, Nebraska against lots see attached list of Beaver Lake Subdivision, as platted and recorded.

Subscribed and sworn before me this 27th day of December 2006

GENERAL NOTARY - State of Nebraska  
MEGAN BRYANT  
My Comm. Exp. Oct. 29, 2008

*Megan Bryant*