

MISCELLANEOUS RECORD NO. 10

20334-REDFIELD & COMPANY, INC., OMAHA

constitute the full and just compensation due and owing the Condemnees by reason of the condemnation proceedings brought by the Condemner against the Condemnees on August 29, 1966, in Cass County, Nebraska.

That the appropriation described in the condemnation proceedings filed before the County Judge of Cass County, Nebraska, be affirmed.

That the costs in this Court including certifying a copy of this Stipulation to the Register of Deeds of Cass County, Nebraska, be taxed to the Condemner.

That the County Judge of Cass County, Nebraska, shall pay to the Condemnees and the Condemnees shall accept as full payment for the appropriation and for satisfaction of all damages arising out of the appropriation the sum of Two Thousand Six Hundred Fifty Dollars (\$2,650.00) and shall return the balance of the funds now on deposit to the Condemner.

Dated this 27th day of September, 1966.

IVAN J. HANSEN and ELIZABETH J. HANSEN, husband and wife, Joint Tenants; METROPOLITAN LIFE INSURANCE COMPANY, Mortgagee;

STATE OF NEBRASKA DEPARTMENT OF ROADS

CLARENCE A. H. MEYER Attorney General

By Ivan J. Hansen Ivan J. Hansen

By James F. Petersen Special Assistant Attorney General

By Elizabeth J. Hansen Elizabeth J. Hansen

By Metropolitan-Life-Insurance-Co.

ENDORSED: FILED IN COUNTY COURT SEPT. 28, 1966. RAYMOND J. CASE, COUNTY JUDGE.

IN THE COUNTY COURT OF CASS COUNTY, NEBRASKA

THE STATE OF NEBRASKA COUNTY OF CASS

)) ss.)

CERTIFICATE OF TRANSCRIPT

I, Raymond J. Case County Judge of Cass County, Nebraska, do hereby certify the foregoing to be a true, perfect and complete copy of STIPULATION OF SETTLEMENT FILED IN THE CASE OF STATE OF NEBRASKA DEPARTMENT OF ROADS, CONDEMNER, V. IVAN J. HANSEN and ELIZABETH J. HANSEN, husband and wife, Joint Tenants; METROPOLITAN LIFE INSURANCE COMPANY, MORTGAGEE, CONDEMNESSES, as the same appears on file and of record in the County Court of Cass County, Nebraska.

I further certify that I have legal custody and control of the records of said Court; that said Court is a Court of Record, has a seal, and the said seal is hereto affixed; and that the foregoing attestation is in due form and according to the laws of the State of Nebraska.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the County Court of Cass County, Nebraska, at Plattsmouth, this 30th day of September A.D., 1966.

(SEAL OF THE COUNTY COURT) (OF CASS COUNTY, NEBRASKA)

Raymond J. Case County Judge

by: Sarah Cecil Clerk of The County Court

EASEMENT FOR THE CONTROL OF OUTDOOR ADVERTISING Otto Olson, et al to State of Nebraska

Filed 3 October 1966 at 8:40 A. M. Betty Philpot, Register of Deeds \$3.25

COMPARED

Warranty I-80-9 (94) R-172b Tract 145

EASEMENT

THIS INDENTURE, Made this 4 day of August, 1966, between Otto Olson, Paul Olson, Anna Hunt, Lillian Stenberg, Pearl Webarg and Florence Webarg hereinafter called the Grantors, whether one or more, and The State of Nebraska, hereinafter called the Grantee:

Blue Bonder 100% LINEN LINDOER

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20334-REDFIELD & COMPANY, INC., OMAHA

FLEX-BLENDING
ALL PAPER PRODUCTS
MADE IN U.S.A.

Blue Border
100% LINEN FIBER

WITNESSETH, That the Grantors, in consideration of the sum of Twenty-five and 00/100 - - - (\$25.00) - - - DOLLARS in hand paid, the receipt of which is hereby acknowledged, and the further consideration that the premises herein conveyed shall be used for the control of outside advertising signs, displays, and other advertising devices adjacent to the National System of Interstate and Defense Highways, do hereby grant, convey, and confirm unto the Grantee a permanent easement in and to a tract of land situated in Cass County, Nebraska, described as follows:

All that part of the Southeast Quarter of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter and part of the Southeast Quarter for private road all in Section 9, Township 12 North, Range 10 East of the 6th P.M., Cass County, Nebraska, lying within 660 feet of the Interstate Highway Right of Way Controlled Access line as measured at right angles to the centerline of said Interstate Highway and being in accordance with the provisions of Section 84-907, R.R.S., 1943; approved and filed on June 15, 1961.

The Grantors, for themselves, their heirs, successors and assigns, do hereby covenant with the Grantee and its assigns, that the Grantors are lawfully seized of said premises and that the Grantors have good right and lawful authority to convey said permanent easement; and that the Grantors warrant and will defend the title to said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands this 1st day of August, 1966.

X Otto Olson Grantors
X Paul Olson X Lillie Stenberg.
X Anna Hunt X Florence Weberg
X Pearl Weberg

STATE OF NEBRASKA)
) ss. On this 4th day of August, A.D., 1966, before me, the undersigned
SAUNDERS COUNTY)
 _____, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Otto Olson, Paul Olson, Anna Hunt, Lillian Stenberg, ~~Pearl Weberg and Florence Weberg~~ known to be the identical persons whose names are affixed to the foregoing instrument as Grantors and acknowledged the same to be their voluntary act and deed.

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

Claude D. Lutton Jr.
Notary Public

My commission expires the 20th day of March, 1970.

(CLAUDE D. LUTTON, JR.)
(GENERAL NOTARY)
(COMMISSION EXPIRES)
(MAR. 20, 1964)
(STATE OF NEBRASKA)

STATE OF NEBRASKA)
) ss On this 3rd day of August, A.D., 1966, before me, the undersigned
Dodge County)
 Edith Erling, a General Notary Public, duly commissioned and qualified, personally came Pearl Weberg to me known to be the identical person whose name affixed to the foregoing instrument as grantor and acknowledged the same to be her voluntary act and deed.

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

(EDITH ERLING)
(GENERAL NOTARY)
(COMMISSION EXPIRES)
(MAY 12, 1971)
(STATE OF NEBRASKA)

Edith Erling Notary Public
My commission expires the 12th day of May, 1971.

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STATE OF NEBRASKA) ss
Dodge County)

On this 3rd day of August, A.D., 1966, befor me, the undersigned

Edith Erling a General Notary Public, duly comissioned and qualified, personally came Florence Webarg to me known to be the identical person whose name affixed to the foregoing instrument as grantor and acknowledged the same to be her voluntary act and deed.

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

Edith Erling Notary Public

My commission expires the 13th day of May, 1971.

(EDITH ERLING)
(GENERAL NOTARY)
(COMMISSION EXPIRES)
(MAY 12, 1971)
(STATE OF NEBRASKA)

RW-512

RESTRICTIVE COVENANTS Filed 4 October 1966 at: 10:00 A.M.
Cedar Creek Lakes, Inc. COMPARED Betty Philpot, Register of Deeds
To: \$ 5.70
Public (Indexed Against: Lots 181 thru 217 & NW½ 5-12-12, SE½ 31-13-12, SW½ 32-13-12)

RESTRICTIVE COVENANTS

CEDAR CREEK LAKES SECOND ADDITION, AN ADDITION IN CASS COUNTY, NEBR.

WHEREAS Cedar Creek Lakes, Inc. is the owner of, in fee simple, all property in Cedar Creek Lakes Second Addition in Cass County, Nebraska, and the undersigned Robert_Schneider, Edith Parsons and Esther Schneider are the holders of a mortgage thereon, and

WHEREAS it is the intention of the parties hereto that said addition be developed as a restricted resort and residential district,

NOW THEREFORE, the undersigned cause the following Declaration of Protective Covenants and Restrictions which shall run with the land and the binding on all persons claiming under them until January 1, 1990, at which time such covenants shall automatically be extended for successive periods of ten years, unless by a majority vote of all owners of such lots at such time it is agreed to change such covenants in whole or in part.

If any of the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property in said addition or development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent or enjoin such violation or to recover damage or other dues for such violation.

Invalidation of any of these covenants shall not affect the validity of those remaining which remain in force and effect.

1. Hereafter, no building shall be constructed or maintained except a single family residence or cabin having not less than 640 square feet of living area exclusive of any attached garage or carport, on Lake No. 1. ~~xxxxxx400xxxxsqxxxxxxLakesxxxx3,5xxxxxx00xxxxbuildingshallxxxxxxkxxxxxxkxxxxxthaxxxfullxxxxxxkxxxx~~

2. Hereafter, no new building or structure of any kind shall be erected to extend within 5 feet of any side lot or within 10 feet of any roadway, and except that boat docks shall be permitted in lake shores, to extend not more than 8 feet from shore at average water level.

3. All sewage and waste water from cabins on Lake No. 1 shall be disposed of in septic tanks constructed to specifications or recommendations of the State of Nebraska Department of Health.

4. No alterations shall be made to any lake front without the written permission of all lake

Blue Border
100% LINEN LEADER