

personally acquainted with Otto John to whom John C. Kunz and wife conveyed the following described lands in Cass County, Nebraska, to-wit:

The East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty (20), Township Ten (10), Range Ten (10), Cass County, Nebraska,

by Warranty Deed, dated December 19, 1900 and recorded in book 36 of Deeds on page 628, in the Register of Deeds office of Cass County, and with Otto Jahn whose last will and testament was duly approved, probated and allowed in the county court of Cass County, Nebraska, on the 30th day of July, A.D. 1908, and affiant positively knows that the said Otto John and Otto Jahn are one and the same person, notwithstanding the discrepancy in names.

B. I. Clements,

Subscribed and sworn to before me this 29th day of September, 1941.

Guy L. Clements

Notary Public.

My commission expires May 12, 1943

(GUY L. CLEMENTS NOTARIAL SEAL)
(COMMISSION EXPIRES MAY 12, 1943)
(CASS COUNTY, NEBRASKA)

DECLARATION OF PROTECTIVE COVENANTS

T. H. Pollock
-to-
Public

Filed October 4, 1941 at 1:45 P.M.
Ray F. Becker--Register of Deeds
By: Gertrude V. Gorton--Deputy
\$ 1.35

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That whereas, T. H. Pollock is the owner in fee simple of Lots One (1) and Two (2) in Block One (1); and Lots One (1) and Two (2) in Block Three (3) all in Fitzgerald's Addition to the City of Plattsmouth, Cass County, Nebraska, and,

WHEREAS, the said T. H. Pollock is desirous of restricting the use which may be made of said lots in future development thereof.

NOW THEREFORE, T. H. Pollock does cause the following Declaration of Protective Covenants to be filed of record with the Register of Deeds of Cass County, Nebraska:

WITNESSETH: That T. H. Pollock as the owner in fee simple of lots One (1) and Two (2) in Block One (1) and Lots One (1) and Two (2) in Block Three (3) all in Fitzgerald's Addition to the City of Plattsmouth, Cass County, Nebraska, hereby stipulates and agrees that said lots shall be expressly subject to the following Protective Covenants which shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970 at which time said Covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the said owners of the lots it is agreed to change said Covenants in whole or in part.

If the parties hereto, or any of them, 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 situated in said development or subdivision 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 him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these Covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

A. The said lots shall not be used as the site for a public garage, filling station, tavern, dance hall, skating rink, sales barn, or any other occupancy which would be an annoyance or nuisance and be objectionable in a residential district; nor will trailers, tents, temporary cottages or cabins or other structures of a temporary nature be permitted to occupy said tract.

Dated and signed at Plattsmouth, Nebraska this 29th day of September, 1941.

T. H. Pollock

STATE OF NEBRASKA)
COUNTY OF CASS) ss.

On this 29th day of September, 1941 before me the undersigned a Notary Public, duly commissioned and qualified for and residing in said County personally came T. H. Pollock to me known to be the identical person whose name is affixed to the foregoing instrument as grantor and he acknowledges the signing of this instrument to be his voluntary act and deed.

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

(NOTARIAL SEAL)
(COMMISSION EXPIRES)
(CASS COUNTY, NEBRASKA)

My commission expires Dec. 11-1941.

J. Howard Davis
Notary Public

DECLARATION OF PROTECTIVE COVENANTS

J. Howard Davis et ux
-to-
Public

Filed October 4, 1941 at 1:46 P.M.
Ray F. Becker--Register of Deeds
By: Gertrude V. Gorton--Deputy
\$ 1.55

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, J. Howard Davis and Marcia L. Davis are the owners in fee simple of Oakmont, a subdivision of the City of Plattsmouth, Cass County, Nebraska, and,

WHEREAS, the said J. Howard Davis and Marcia L. Davis are desirous of developing said subdivision as a restricted residential district.

NOW THEREFORE, J. Howard Davis and Marcia L. Davis cause the following Declaration of Protective Covenants to be filed of record with the Register of Deeds of Cass County, Nebraska:

WITNESSETH: That J. Howard Davis and Marcia L. Davis as the owners in fee simple of all of Oakmont, a subdivision of the city of Plattsmouth, Cass County, Nebraska, hereby stipulate and agree that all of the said property shall be expressly subject to the following protective covenants which shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the said owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, 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 situated in said development or subdivision 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 him or them from so doing or to recover damages or other dues for such violation.

In validation of any one of these Covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling, one or two stories in height, and a single private garage

for not more than two cars; except that the existing two story dwelling on the said tract may be occupied by more than one family.

B. No building shall be located on any residential building plot nearer than thirty-five (35) feet to the front lot line nor nearer than fifteen (15) feet to any side street line except that on lots numbers One (1) to Ten (10) inclusive, no building shall be located nearer than Forty (40) feet to the front lot line nor nearer than fifteen (15) feet to any side street line. No building except a detached garage located Seventy-five (75) feet or more from the front line, shall be located nearer than Five (5) feet to any side lot line.

C. No residential structures shall be erected or placed on any building plot, which plot has an area of less than 5,000 square feet or a width of less than 50 feet at the front building setback line.

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

E. No race or nationality other than members of the caucasian race shall use or occupy any dwelling on any lot except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

F. No trailer, basement, tent, shack, garage, barn, or other outbuildings shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

G. No dwelling costing less than \$2,750.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 620 square feet for a one-story dwelling, and 550 square feet for a one and one-half or two story dwelling.

H. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

Dated and signed at Plattsmouth, Nebraska this 30 day of September, 1941.

J. A. Capwell

J. Howard Davis
Marcia L. Davis

STATE OF NEBRASKA)
COUNTY OF CASS) ss.

On this 30th day of September, 1941 before me the undersigned a Notary Public, duly commissioned and qualified for and residing in said County personally came J. Howard Davis and Marcia L. Davis to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and they acknowledge the signing of this instrument to be their voluntary act and deed.

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

(J. A. CAPWELL NOTARIAL SEAL)
(COMMISSION EXPIRES FEBR. 6, 1946)
(CASS COUNTY, NEBRASKA)

J. A. Capwell Notary Public

My Commission expires Feb. 6-1946.

CONTRACT
George Stander
-to-
Nebraska Power Company

Filed October, 4, 1941 at 3:20 P.M.
Ray F. Becker Register of Deeds
\$2.70

COMPARED

THIS INDENTURE, made this 16th day of September, 1941 by and between George Stander, widower, of the County of Cass, State of Nebraska, hereinafter called the "Grantor", and the Nebraska Power Company, a corporation, hereinafter called the "Company."

WHEREAS, the Grantor is the owner of land hereinafter described, situated on the south side of the Platte River in Cass County, adjacent to and west of the right of way and track of the Missouri Pacific Railroad Corporation, where said railroad track crosses said Platte River, and,

WHEREAS, the Company is desirous of constructing a 154,000 volt transmission line across said property and across said Platte River, and for that purpose is proposing to remodel and utilize an existing steel transmission line tower and to establish and construct an additional steel tower on Grantor's property.

NOW THEREFORE, in consideration of \$105.00, receipt whereof is hereby acknowledged by the Grantor, and mutual covenants and agreements herein contained, the Grantor does hereby grant and convey unto the Company, its lessees, successor and assigns, the perpetual right, privilege, easement and right of way to construct, operate and maintain its towers, anchor towers, electric transmission lines, necessary wires, guys, supports, cross arms, and other fixtures, and appliances over, above, and along the following described property, situated in Cass County, State of Nebraska,

All of the E½ of Sec. 34, Twp 13 N., Rge 13 E., in Cass County, Nebraska, except a tract ~~lying~~ lying north and east of the main line of the Chicago, Burlington & Quincy Railroad right of way, and also excepting the rights of way of the Missouri Pacific and Chicago, Burlington & Quincy Railroads across said section, and also excepting a dike 150 feet wide running across a portion of said tract.

together with all the rights and privileges therein necessary or convenient for the full enjoyment or use thereof for the purposes herein described, including the right of ingress and egress to and from said property at all times, which said transmission line or lines will be along the following approximate route:

Beginning at a point approximately 650 feet West of the Southeast Corner of Section Thirty-four (34), Township Thirteen (13), North, Range Thirteen (13), East of the 6th P. M., Cass County, Nebraska; thence northerly approximately North five degrees East, approximately 3,160 feet to an existing electric transmission steel tower

and such grant shall run with and bind the aforescribed property.

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns forever, the permanent right, privilege and authority to cut down trees under or within twenty-five (25) feet each way from the center line of the Company's line, and to cut down or trim any trees or limbs of trees on either side of the center line of the Company's line as would be a hazard to or in any way interfere with said line, the Company to be the sole judge as to the necessity of cutting down, trimming or otherwise removing said tree or trees. All refuse or debris resulting from such tree felling or tree trimming or both shall be disposed of by cutting wood into 8-foot lengths, piling said wood along the adjacent property line and burning or otherwise disposing of all other refuse and debris. The Company shall also have the right to remove, or otherwise dispose of, anything within said twenty-five (25) feet each way from the center line of the Company's line which, in the Company's opinion, would be a hazard to said line or in any way interfere with said line or the construction, maintenance or operation thereof. The