

Deed Record No. 48

Note: See Subd. Tr. 9 of E160. Riverside Tracts Deed 183 pg. 108

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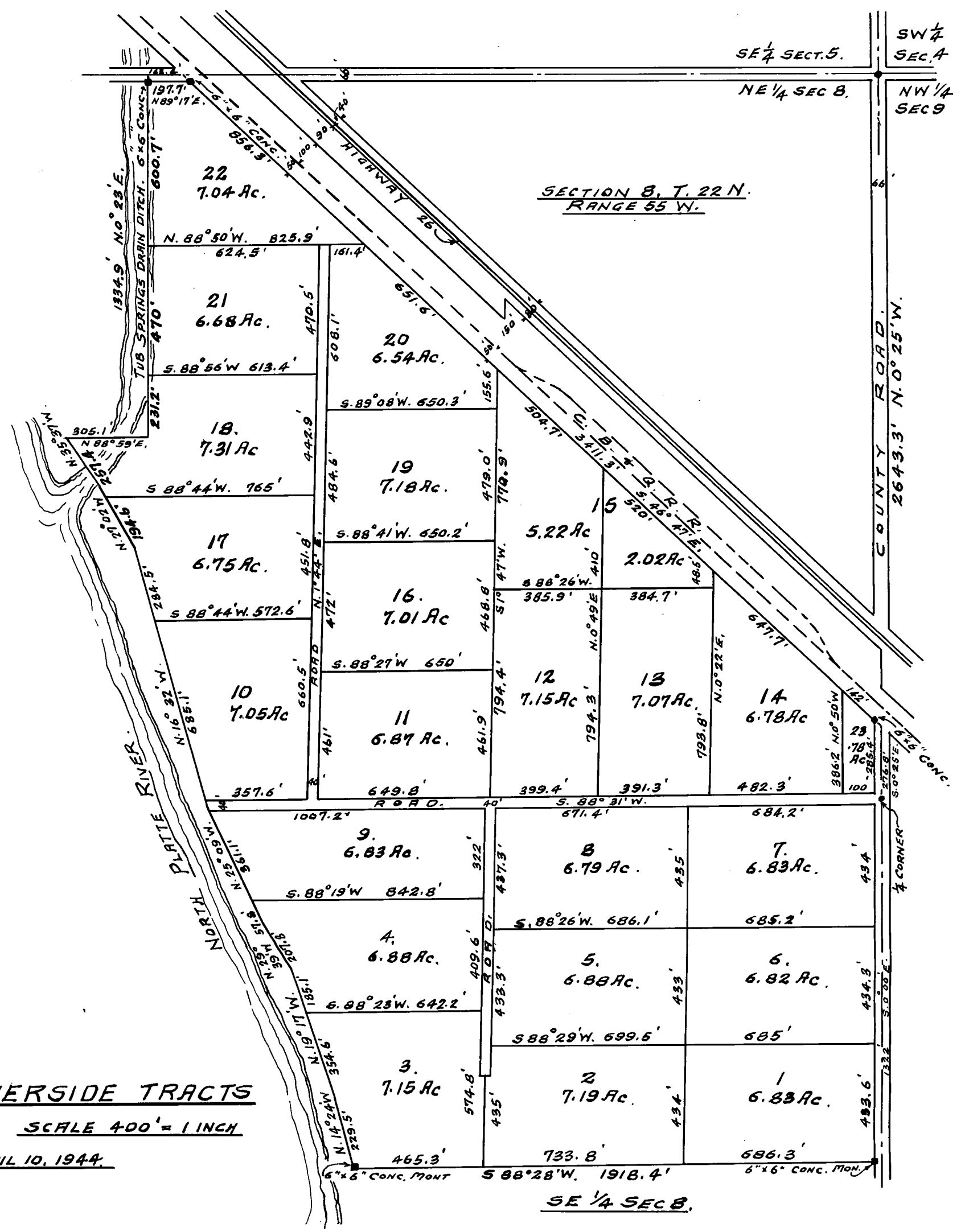
A. C. Smith & H. W. Shaver
to
The Public

State of Nebraska, Scotts Bluff County, ss.
Entered on Numerical Index and filed for
record the 13th day of April 1944 at 11:05
o'clock A.M. and recorded in Book 48 of Deeds
on Page 181.
Alice McCutchan, Register of Deeds.

RIVERSIDE TRACTS

Scale 1" = 200 Ft. April 7, 1944

Left in Error Exhibit 4.



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Lots Two and Three and all that part of the North Half of the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ lying South of the Right of Way of the Chicago, Burlington and Quincy Railroad and 43.49 acres in the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ all in Section 8 Township 22 North, Range 55 West of the 6th P.M. which land is described by metes and bounds as follows, to wit: Beginning at a point on the east line of said Section 8 where the South line of the Right of Way of the Chicago, Burlington and Quincy Railroad intersects said East line of said Section (which point of intersection is 276.8 feet North of the $\frac{1}{4}$ corner on the East side of said Section) thence South on said Section line 1598.8 feet, thence South $88^{\circ}28'$ West, 1918.4' to a point on the East Bank of the North Platte River, thence in a North and Westerly direction along said River, North $14^{\circ}54'$ West, 229.5 Ft. thence North $19^{\circ}17'$ West 539.7 feet, thence North $29^{\circ}39'$ West 207.8 feet thence North $25^{\circ}09'$ West 456.4 feet, thence North $16^{\circ}32'$ West 975.4 feet, thence North $27^{\circ}02'$ West 196.9 feet, thence North $35^{\circ}37'$ West 257.4 feet, thence leaving said River, North $88^{\circ}59'$ East 305.1 feet, thence North $0^{\circ}23'$ East 1334.9 feet to the point of intersection with the North line of said Section 8, thence East on said Section line 163.4 feet to the point where said Section line and the South line of the Right of Way of the Chicago, Burlington and Quincy Railroad intersect; thence Southeasterly on the South line of the Right of Way of the Chicago, Burlington and Quincy Railroad (South $46^{\circ}47'$ East) 3411.3 feet to the point of beginning, including within said boundary line 160 acres, together with all accreted lands and islands or parts of islands adjacent and appurtenant thereto and all water and irrigation rights.

I hereby certify that I accurately surveyed the above described land located in Section 8 Township 22 North, Range 55 West of the 6th P.M. and that an iron pipe stake is driven into the ground at each corner of each of the 23 tracts, shown on this plat.

Witness my hand this 7th day of April 1944 A.D.

Allan C. Ogilvy
Engineer.

DEDICATION AND COVENANTS

A. C. Smith and H. W. Shaver, a Co-partnership, being the owner of all of the land upon which is located the Riverside Tracts, Scotts Bluff County, Nebraska, as shown by the plat and surveyors certificate attached hereto, which Riverside Tracts in Scotts Bluff County, Nebraska, A. C. Smith and H. W. Shaver, a Co-partnership has caused to be surveyed and platted, the said partnership does hereby dedicate the streets and alleys indicated on said plat and mentioned in said surveyors certificate to the public use.

The said Co-partnership further provides that the following covenants shall run with each of the said tracts in said Riverside Tracts, Scotts Bluff County, Nebraska, except tract Number 23 and shall be binding on all of the owners of said tracts and all persons claiming under them until April 1, 1964 at which time said Covenants shall be automatically extended for successive periods for ten years unless by vote of a majority of the then owners of the tracts it is agreed to change said covenants in whole or in part.

If the owners of said tracts or any of them, or their heirs and 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.

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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, not to exceed one and one half stories in height and a private garage for not more than two cars and chicken house or houses, and barn and small sheds.

B. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 3 acres.

C. 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.

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

E. No dwelling shall be permitted on any lot in the tract, the ground floor of which, exclusive of one-story open porches and garages, shall be not less than 700 square feet in the case of a one-story structure nor less than 500 square feet in the case of a one and one-half story structure.

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

G. This tract shall never be sold or transferred to any one other than one of the Caucasian race.

H. No commercial feeding of live stock shall be done on the said tract, and not more than two horses and two cows shall at any time be kept on the said tract.

Dated at Scottsbluff, Nebraska this 12th day of April, 1944.

A. C. Smith & H. W. Shaver,
a co-partnership

A. C. Smith

H. W. Shaver

co-partners

STATE OF NEBRASKA }
COUNTY OF SCOTTS BLUFF } ss.



On this 12th day of April, 1944, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said county, personally came A. C. Smith and H. W. Shaver, to me 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, and the voluntary act and deed of A. C. Smith and H. W. Shaver, a co-partnership.

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

Dorothy E. Elder,

Notary Public.

My Commission expires the 22 day of Jan., 1949.