

MISCELLANEOUS RECORD No. 11

typhoid prophylaxis completed October 22, 1917.

Married or single: -Single

Character: Excellent.

Remarks: No. A. W. O. L. No absence under G. O. 45/14 and 3 1/12. Entitled to reduced R.R. Fare and travel pay to St. Paul Nebraska.

Signature of soldier: Walter P. Schuessler.

OFFICE OF THE CAMP SUPPLY OFFICER

CAMP FUNSTON, KANSAS

JUN 3 1919

PAID IN FULL \$102.50

L. P. WORRALL

CAPT. I. Q. M.C., U.S.A. A. E.

Wayne H. Hackett

Capt. Inf. U. S. A.

Commanding Co. M. 355th Inf.

\$60.00 BONUS PAID

ACT OF FEB. 24, 1919

DONALD LAIR & WF.

TO

WHOM IT MAY CONCERN

PROTECT. COVENANTS \$1.50 Pd.

Filed December 23, 1941, at 1:30 o'clock P. M.

County Clerk

PROTECTIVE COVENANTS

Whom It May Concern

Future conveyance of the following described property is herewith made subject to Protective Covenants by the owners thereof as follows: Lots to be used for residence purposes only. No structure shall be erected, altered, placed, or permitted to remain on any lot, other than one, detached, single-family dwelling, not to exceed two stories in height, and a private garage for not more than two cars.

No building shall be located on any of these lots nearer than 25 feet to the front lot line.

No building, except a garage or other outbuilding, located 60 or more feet from the front lot line, shall be nearer than 5 feet to any side lot line.

No residence shall be erected or placed on any of these lots which lot has an area of less than 4,500 square feet nor a width of less than 45 feet at the front building set-back line.

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.

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.

No dwelling costing less than \$2,500 shall be permitted on any lot. The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 500 square feet in the case of a one-story structure. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

These covenants are to run with the land and shall be binding on all the 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 then owners of the lots it is agreed to change the 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 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.

DATED: Dec. 17, 1941. Covers Lots One to Twelve inclusive, Block One Hundred Ninety-Five, Bellevue,

MISCELLANEOUS RECORD No. 11

Sarpy County, Nebraska.

Donald Lair

Gladys M. Lair

Wife of Donald Lair

(Verification)

STATE OF NEBRASKA)

)ss.

COUNTY OF Douglas)

On this 17th day of December, 1941, before me, Elvira M. Wurster, a Notary Public duly appointed and qualified for and residing in said County, personally appeared Donald Lair and Gladys M. Lair, wife of Donald Lair, to me known to be the identical persons described in and whose names are affixed to the foregoing instrument, and acknowledged said instrument to be their voluntary act and deed.

WITNESS MY hand and seal at Omaha, Nebr., in said County, the day and year last above written.

ELVIRA M. WURSTER NOTARIAL SEAL *
DOUGLAS COUNTY, NEBRASKA *
COMMISSION EXPIRES FEB. 19, 1942 *

Elvira M. Wurster
Notary Public

My commission expires February 19, 1942.

CHRISTINA K. STOLTENBERG & HS. :
& :
NEBRASKA POWER CO. :
Cont. \$2.75 Pd. :

Filed December 31, 1941, at 4:30 o'clock P.M.

Beau D. W.
County Clerk

(2nd Ed.--Rev. 6-5-41)

Standard
TRANSMISSION LINE
Contract

THIS INDENTURE, Made this 24th day of November, 1941, by and between Tinne Stoltenberg (same as Christine K. Stoltenberg) and Albert Stoltenberg, wife and husband, and __, his wife, of the County of Sarpy, State of Nebraska, hereinafter called the "Grantor(s)," and the NEBRASKA POWER COMPANY, a Corporation, hereinafter called the "Company,"

WITNESSETH:

That for and in consideration of \$5.00, receipt of which is hereby acknowledged by the Grantor(s), and the agreement by the Company further to pay \$100.00 for each two-pole "H" frame structure when the entire structure is located on the property hereinafter described, but, when less than the entire structure is located on the property hereinafter described, then only one-half of the amount last above-stated, which last above-stated amount is to be paid as hereinafter provided, and in further consideration of the mutual covenants and agreements herein contained, the Grantor(s) do(es) hereby grant and convey unto the Company, its lessees, successors and assigns, forever, the perpetual right, privilege, easement, right-of-way and authority to survey for, erect, construct, operate and maintain a high voltage electric transmission line or lines in, on and across the following described real estate, including the perpetual right to conduct surveys and install, repair, replace and remove poles, electric transmission lines, wires, cables, grounding devices, anchors, brace poles, stubs, guys, guy wires, buried conductors, either placed singly or running continuously underneath and parallel to the line or both, and other fixtures and appliances necessary or convenient in connection therewith, through, over, under, upon, along and across the property of Grantor(s) located in Sarpy County, State of Nebraska, more particularly described as follows:

The Northeast Quarter (NE $\frac{1}{4}$) except School District #3, of Section twenty (20) Township thirteen (13) Range thirteen (13).

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 450 feet east of the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-(20) Township thirteen (13) North, Range thirteen (13) East of the 6th P.M., thence South approximately 17 degrees East approximately 2200 feet, thence East approximately 35 degrees South to the South line of said Northeast Quarter of said Section twenty (20).