

MISCELLANEOUS RECORD No. 11

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

STATE OF NEBRASKA,)
(ss.

COUNTY OF SARPY)

I, H.W. Haeberlein Clerk of the District Court of Sarpy County in and for the Second Judicial District of Nebraska, do hereby certify that the foregoing four pages contain a true and correct copy of decree in a cause in said court wherein Lydia Hagedorn was Plaintiff and Ralph M. Hagedorn, et al., were Defendants as the same is entered of record in Journal "W" at page 636, a record of the proceedings of said court.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 23rd day of March 1942.

H.W. Haeberlein
Clerk of the District Court

SEAL OF THE DISTRICT COURT *
SARPY COUNTY, NEBRASKA *

KOZY HOMES, INC.

TO

WHOM IT MAY CONCERN
Protect. Covenants \$3.50 Pd.: \

Filed April 16, 1942, at 3 o'clock P.M.

Barbara Peterson
County Clerk

PROTECTIVE COVENANTS

Future conveyance of the following described property is herewith made subject to Protective Covenants by the owners thereof as follows: Lot 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 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 4500 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 \$2500.00 shall be erected on any lot, the ground floor area of the main structure exclusive of one-story porches, shall be not less than 500 square feet in the case of a one-story structure. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until Jan. 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of 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 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.

Dated February 28, 1942.
Covers lots in Blocks: Lots 1 & 3, 278, Lots 11 & 12 279, Lots 4-5-6-9 to 12, 323, 306 and 308, in the City of Bellevue, Sarpy County, Nebraska

Kozy Homes, Inc.
By Joe C. Larson, Pres.

E. C. Westcott
Carson Williams
W. F. Hoppe Jr.

as to Lots 1 to 12 inc Block 308.

Approved and signed as to Lots 1, 2, 3, 4, 5, 6, 9, 10, 11 and 12, in Block 306, and Lot 3 1 Block 278, in the City of Bellevue, Sarpy County, Nebraska.

Joseph E. Strawn

State of Nebraska,) ss.

County of Sarpy.)

On this 16th day of March, 1942, before me, a Notary Public in and for Sarpy County, Nebraska duly commissioned and qualified, personally appeared Joseph E. Strawn, to me known to be the identical person who signed the above instrument as to Lots 1, 2, 3, 4, 5, 6, 9, 10, 11 and 12 in Block 306, and Lot 3 in Block 278, in the City of Bellevue, Sarpy County, Nebraska, and acknowledged the signing of same to be his voluntary act and deed.

Witness my hand and seal the date aforesaid.

Wm. J. Shallicross
Notary Public

WM. J. SHALICROSS NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES JULY 5, 1947 *

MISCELLANEOUS RECORD No. 11

Approved and signed as to Lots 4, 5, 6, 9, 10, 11 and 12 in Block 295, and Lots 1 to 12, inclusive, in Block 295.

Kozy Homes, Inc.
By Joe C. Larson
President

State of Nebraska,)
(ss.

County of Sarpy.)
On this 12th day of March, 1942, before me, a Notary Public in and for Sarpy County, Nebraska, duly commissioned and qualified, personally appeared Joe C. Larson, President of Kozy Homes, Inc., who signed the above and foregoing instrument, and who is known to me to be the President of said Kozy Homes, Inc., and acknowledged the signing of same as to Lots 4, 5, 6, 9, 10, 11 and 12 in Block 296, and Lots 1 to 12, inclusive in Block 295, to be his voluntary act and deed, and the voluntary act and deed of said Corporation.

Witness my hand and seal the date aforesaid.

Wm. J. Shallcross
Notary Public

WM. J. SHALLCROSS NOTARIAL SEAL*
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES JULY 5, 1947*

Approved and signed as to Lots 1 to 12 inc. in Block 308, in the City of Bellevue, Sarpy County, Nebraska.

W. F. Hoppe Jr

State of Nebraska,)
(ss.

County of Lancaster))
On this 28th day of March, 1942, before me, a Notary Public in and for Lancaster County, Nebraska, duly commissioned and qualified, personally appeared W. F. Hoppe Jr., who signed the above and foregoing instrument, and who is known to me, and acknowledged the signing of same as to Lots 1 to 12 inc. in Block 308, in the City of Bellevue, Sarpy County, Nebraska, to be his voluntary act and deed.

Witness my hand and seal the date aforesaid.

G. H. Crane
Notary Public

G. H. CRANE NOTARIAL SEAL *
LANCASTER COUNTY, NEBRASKA *
COMMISSION EXPIRES OCT. 24, 1946*

Approved and signed as to Lots 11 and 12 in Block 279, in the City of Bellevue, Sarpy County, Nebraska.

E. C. Westcott

State of Nebraska,)
(ss.

County of Sarpy.)
On this 17th day of March, 1942, before me, a Notary Public in and for Sarpy County, Nebraska, duly commissioned and qualified, personally appeared E. C. Westcott, to me known to be the identical person who signed the above instrument as to Lots 11 and 12, in Block 279, in the City of Bellevue, Sarpy County, Nebraska, and acknowledged the signing of same to be his voluntary act and deed.

Witness my hand and seal the date aforesaid.

Wm. J. Shallcross
Notary Public

WM. J. SHALLCROSS NOTARIAL SEAL*
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES JULY 5, 1947*

Approved and signed as to Lot 1, in Block 278, in the City of Bellevue, Sarpy County, Nebraska

Carson Williams

State of Nebraska,)
(ss.

County of Sarpy)
On this 17th day of March 1942, before me, a Notary Public in and for Sarpy County, Nebraska, duly commissioned and qualified, personally appeared Carson Williams, to me known to be the identical person who signed the above instrument as to Lot 1, in Block 278, in the City of Bellevue Sarpy County, Nebraska, and acknowledged the signing of same to be his voluntary act and deed.

Witness my hand and seal the date aforesaid.

Wm. J. Shallcross
Notary Public

WM. J. SHALLCROSS NOTARIAL S-AL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES JULY 5, 1947 *

Approved and signed as to Lots 7, 8, and 9, in Block 323, in the City of Bellevue, Sarpy County, Nebraska.

Harry J. Frazier

State of Nebraska)
(ss.

County of Sarpy)
On this 28th day of March 1942, before me, a Notary Public in and for Sarpy County, Nebraska, duly commissioned and qualified, personally appeared H. J. Frazier, to me known to be the identical person who signed the above instrument as to Lots 10, 11 and 12 in Block 323, in the City of Bellevue, Sarpy County, Nebraska, and acknowledged the signing of same to be his voluntary act and deed.

Witness my hand and seal the date aforesaid.

Wm. J. Shallcross
Notary Public

WM. J. SHALLCROSS NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES JULY 5, 1947*

Approved and signed as to Lots 7, 8, and 9, in Block 323, in the City of Bellevue, Sarpy County, Nebraska.

W. S. Frazier

State of Nebraska)
(ss.

County of Sarpy)
On this 28 day of March, 1942, before me, a Notary Public, in and for Sarpy County, Nebraska, duly commissioned and qualified, personally appeared W. S. Frazier, to me known to be the identical person who signed the above instrument as to Lots, 10, 11, and 12, in Block 323, in the City of Bellevue, Sarpy County, Nebraska, and acknowledged the signing of same to be his voluntary act

MISCELLANEOUS RECORD No. 11

and deed. Witness my hand and seal the date aforesaid.

Wm. J. Shalcross
Notary Public

WM. J. SHALCROSS NOTARIAL SEAL
SARPY COUNTY, NEBRASKA

COMMISSION EXPIRES JULY 5, 1947*

Approved and signed as to Lots 7, 8, 9, 10, 11, and 12, Block 322, in the City of Bellevue, Sarpy County, Nebraska.

Harry J. Prazler

State of Nebraska) ss.

County of Sarpy)

On this 28 day of March, 1942, before me, a Notary Public, in and for Sarpy County, Nebraska, duly commissioned and qualified, personally appeared H. J. Prazler, to me known to be the identical person who signed the above instrument as to Lots 7, 8, 9, 10, 11, and 12, Block 322, in the City of Bellevue, Sarpy County, Nebraska, and acknowledged the signing of same to be his voluntary act and deed.

Witness my hand and seal the date aforesaid.

Wm. J. Shalcross
Notary Public

WM. J. SHALCROSS NOTARIAL SEAL
SARPY COUNTY, NEBRASKA

COMMISSION EXPIRES JULY 5, 1947*

BERNARD A. MARTIN
TO :

WHOM IT MAY CONCERN :
AFP. \$.90 Pd.

Filed April 17, 1942, at 9 o'clock and 30 min. A.M.

Betty Pitzer
County Clerk

STATE OF NEBRASKA)
COUNTY OF GORGLAS) ss.

A F F I D A V I T

Bernard A. Martin, being first duly sworn, upon oath deposes and says that he is well and personally acquainted with Mrs. Willie Clifford Cox and that he knows of his own knowledge that wherever in the chain of title to Lots 1, 2, 5 and 6, Block 178, City of Bellevue, Sarpy County, Nebraska, the name Mrs. Willie Clifford Bush appears, the latter is one and the same person as the said Mrs. Willie Clifford Cox, notwithstanding the discrepancy in names.

And further affiant saith not.

Bernard A. Martin

Subscribed in my presence and sworn to before me, this 10th day of April, 1942.

Winthrop E. Lane
Notary Public.

WINTHROP E. LANE NOTARIAL SEAL
GORGLAS COUNTY, NEBRASKA

COMMISSION EXPIRES APRIL, 3, 1943

WILLIE CLIFFORD COX :

TO :
WHOM IT MAY CONCERN :
AFP. \$ 1.00 Pd.

Filed April 17, 1942, 9:30 o'clock A.M.

James H. Gow
County Clerk

A F F I D A V I T

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

Willie Clifford Cox, being first duly sworn upon oath, deposes and states that she is the owner of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), Block 178, City of Bellevue, Sarpy County, Nebraska, having purchased same from one Martha Alice Cassler, a widow, in the month of June, 1939, and that ever since that date she has occupied said property together with the 17 foot strip adjoining same, being parts of certain vacated streets in said city; that at the time she purchased said property the house and other buildings situated thereon had the appearance of being at least twenty-five years old and from all visible evidence had been occupied for at least said period of time; that ever since Affiant purchased said property she has been in the continuous hostile, peaceable, actual, open, notorious, exclusive and adverse possession of same, together with said above mentioned said 17 foot strip, as against all persons whomsoever, and particularly as against one James H. Gow, his heirs, executors,

do hereby certify that I have compared the foregoing copies of
REPORT OF APPRAISERS

IN RE:
LOUP RIVER PUBLIC POWER DISTRICT, a public corporation,
Petitioner,

vs.
MICHAEL P. PETERSEN, et al,
Defendants,

Case No. 135

with the original records thereof, now remaining in said Court; that the same are correct transcripts thereof, and of the whole of said original records.

In Witness Whereof I have hereunto set my hand and affixed the seal of said County Court,

in Sapling, County of Sarpy, State of Nebraska, on this 27 day of September A.D. 1971.

VICTOR H. SCHMIDT,
Judge of the County Court
By INEZ C. RISSOR
Clerk of the County Court

SARPY COUNTY, NEBRASKA

SEAL OF THE COUNTY COURT

SARPY COUNTY, NEBRASKA

CITY OF BELLEVUE

TO

WHON IT MAY CONCERN

Ordinance No. 270 pd.

CITY OF BELLEVUE, NEBRASKA

ORDINANCE NO. 277

Filed October 4, 1971 at 10:00 o'clock A.M.

Victor H. Schmidt County Clerk.

By Inez C. Rissor City Clerk.

CITY OF BELLEVUE, NEBRASKA

ORDINANCE NO. 277

AN ORDINANCE DECLARING THE NECESSITY, EXPEDIENCY AND PROPRIETY OF VACATING 22ND AVENUE FROM THE WEST LINE OF CLAMFORD STREET EXTENDING WEST A DISTANCE OF 147 FEET TO THE EAST LINE OF THE ALLEY EXCEPTING INTERSECTIONS OF STREETS, AVENUES AND ALLEYS AND RESERVING THE RIGHT OF WAY ON SAID AVENUE FOR MUNICIPAL IMPROVEMENTS, IN THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AS HERETOFORE ORDERED AND PROVIDED BY RESOLUTION OF THE CITY COUNCIL TO ASSESS ANY DAMAGES SUSTAINED BY FREE HOLDERS OF SAID CITY.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA.

Section 1. It is hereby declared necessary, expedient and proper and for the public good and it is further declared necessary and proper under the terms of a certain resolution duly adopted by the City Council of the City of Bellevue on the 14th day of October, 1949 to vacate 22nd Avenue from the West Line of Clamford Street extending west a distance of 147 feet to the East Line of the Alley excepting intersections of streets, avenues and alleys and reserving the right of way on said Avenue for municipal improvements and that the same be and hereby is vacated.

Section 2. That the appraisers heretofore appointed for the purpose of appraising damages to the citizens of the City of Bellevue and the owners of property abutting upon said 22nd Avenue by virtue of said proposed vacation made report as to their findings to the City Clerk of the City of Bellevue to the effect that there was no damage to any person or property owner by virtue of the vacation of said 22nd Avenue.

Section 3. That a copy of this ordinance shall be published in the Bellevue Press, a legal newspaper of general circulation in the City of Bellevue, Nebraska, within a period of one month after the passage hereof.

Section 4. This ordinance shall become effective and be in force from and after its passage, approval and publication as provided by law.

Dated this 14th day of October, 1949.

HAROLD C. LUDWIG, President

Attest: M.G. HOLMES, City Clerk

CITY OF BELLEVUE

SARPY COUNTY, NEBRASKA

SEAL

STATE OF NEBRASKA) ss.

COUNTY OF SARPY)

J.B. Gebble, Jr. being first duly sworn, upon oath, deposes and says that he is manager of the Bellevue Press a legal weekly newspaper of general circulation in Sarpy County, Nebraska,

AFFIDAVIT OF PUBLICATION

any building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 17 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 5 feet to any side street line. No residence or attached apartment shall be erected on any lot narrower than 40 feet from the front lot line.

C. No residential structure shall be erected or placed on any building plot which has an area of less than 4500 square feet or a width of less than 45 feet at the front building setback line, as shown on the recorded plat.

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 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 temporary character be used as a residence.

F. No dwelling costing less than \$2,000 shall be permitted on any lot. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 440 square feet in the case of a one-story structure and 360 square feet in the case of a two-story structure.

MISCELLANEOUS RECORD NO. 15

CITY OF BELLEVUE

TO:

MEMO: IT MAY CONCERN

Affidavit of Publication \$1.85 pd. N

Filed December 18, 1971 at 8:00 o'clock A.M.

AFFIDAVIT OF PUBLICATION

Bellevue Press

STATE OF NEBRASKA) ss.

COUNTY OF SARPY)

J.R. GEBBIE, JR., being first duly sworn, upon oath, deposes and says that he is manager of THE BELLEVUE PRESS a legal weekly newspaper of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to his personal knowledge the advertisement, a copy of which is hereby attached, was printed in said newspaper one consecutive week prior to the 1st day of December 1971, the dates of said publication being as follows:

First publication: Friday November 30, 1971.

J.R. GEBBIE, JR.
By: Mary Strickland

Subscribed in my presence and sworn to before me this 3 day of Dec. 1971.

Printer's fee \$13.52 *****

CLARENCE C. OTTO NOTARIAL SEAL

SARPY COUNTY, NEBRASKA

COM. EXPIRES APRIL 6, 1974 *

LEGAL NOTICE

ORDINANCE NO. 307

AN ORDINANCE declaring the necessity, expediency and propriety of vacating that portion of the intersection of Crawford Street and 22nd Avenue in the City of Bellevue, County of Sarpy, State of Nebraska, described as:

The West 17 feet of said intersection, and being that portion included in the West 17 feet of Crawford Street projected into and across said intersection and that portion of 22nd Avenue extending into and included in said area;

and for modification of Ordinance No. 277, dated October 14, 1969, filed October 4, 1971, and passed by the City of Bellevue, Nebraska.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, SECTION 1. It is hereby declared necessary, expedient and proper and for the public good, and it is further declared necessary and proper under the terms of a certain Resolution duly adopted by the City Council of the City of Bellevue on the 19th day of November, A.D., 1971, to vacate that portion of the intersection of Crawford Street and 22nd Avenue in the City of Bellevue County of Sarpy, State of Nebraska, described as:

The West 17 feet of said intersection, and being that portion included in the West 17 feet of Crawford Street projected into and across said intersection and that portion of 22nd Avenue extending into and included in the said area; and there is reserved to the City of Bellevue, Nebraska, and to its appointees, the right to use said property hereby vacated and the property heretofore vacated in 22nd Avenue by Ordinance No. 277, filed October 4, 1971 in Book Miscellaneous 15, for municipal improvements, which are hereby declared to be sewers and utilities only and are herein and in said Ordinance No. 277 so limited, and use and maintenance thereof is hereby limited to that portion of said vacated 22nd Avenue and Crawford Street where said sewer is now installed upon and along the center line of said 22nd Avenue, and the same be, and hereby is, vacated.

SECTION 2. That the appraisers heretofore appointed for the purpose of appraising damages to the citizens of the City of Bellevue, and the owners of property abutting upon said streets hereinbefore described by virtue of said proposed vacation made report as to their findings to the City Clerk of the City of Bellevue, Nebraska, to the effect that there was no damage to any person or property owner, or owners, by virtue of the said vacation.

SECTION 3. That a copy of this Ordinance shall be published in the Bellevue Press, a legal newspaper of general circulation in the City of Bellevue, Nebraska, within a period of one month after the passage hereof.

SECTION 4. This Ordinance shall become effective and be in full force and effect from and after its passage, approval and publication as provided by law.

DATED this 19th day of November, A.D., 1971.

R.H. Jurgens, President

Melvin Holmes, Attest: City Clerk

Filed November 27, 1951 at 3:00 o'clock P.M.

Debra Harrell, County Clerk
 by Debra Harrell, Deputy
 November 21, 1991

Dear Sir:

H. C. HOLMES, City Clerk.

ORDINANCE No. 307

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

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November,

R. H. JONES, President
Attest: W. G. JONES, City Clerk.

MISCELLANEOUS RECORD NO. 15

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and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to his personal knowledge the advertisement, a copy of which is hereby attached, was printed in the said newspaper one consecutive week prior to the 22nd day of October, 1949, the dates of said publication being as follows:

First publication, Friday October 21, 1949

J.B. GERBIE, JR.

Subscribed in my presence and sworn to before me this 21 day of October, 1949.

Printer's fee \$3.55

CLARENCE C. OTTO, Notarial Seal
SARPY COUNTY, NEBRASKA
COMM. EXPIRES APRIL 6, 1952

CLARENCE C. OTTO

CITY OF BELLEVUE

ORDINANCE NO. 277

An ordinance declaring the necessity, expediency and propriety of vacating 22nd Avenue from the West line of Crawford Streets extending West a distance of 147 feet to the East line of the Alley excepting intersections of Streets, Avenues and Alleys and Reserving the right of way on said Avenue for Municipal Improvements. In the City of Bellevue, Sarpy County, Nebraska, as heretofore ordered and provided by resolution of the City Council to assess any damages sustained by free holders of said City.

Be it ordained by the Mayor and City Council of the City of Bellevue, Nebraska.

Section 1. It is hereby declared necessary, expedient and proper and for the public good and it is further declared necessary and proper under the terms of a certain resolution only

adopted by the City Council of the City of Bellevue on the 14th day of October, 1949 to vacate 22nd Avenue from the West line of Crawford Street extending West a distance of 147 feet to the East line of the Alley excepting intersections of streets, avenues and alleys and reserving the right of way on said Avenue for municipal improvements and that the same be and hereby is vacated.

Section 2. That the appraisers heretofore appointed for the purpose of appraising damages to the citizens of the City of Bellevue and the owners of property abutting upon said 22nd Avenue by virtue of said proposed vacation made do it as to their findings to the City Clerk of the City of Bellevue to the effect that there was no damage to any person or property owner by virtue of the vacation of said 22nd Avenue.

Section 3. That a copy of this ordinance shall be published in the Bellevue Press, a legal newspaper of general circulation in the City of Bellevue, Nebraska, within a period of one month after the passage hereof.

Section 4. This ordinance shall become effective and be in force from and after its passage, approval and publication as provided by law.

Dated this 14th day of October, 1949

HAROLD LUDWIG, President
Attest : M.G. HOLMES, City Clerk

JOE C. BRESHERS & WIFE

Filed October 4, 1951 at 11:00 o'clock A.M.

LLOYD BRESHERS
Land Contract

32.25 pd.

*De la Waukesha County Clerk,
by County & office, Deputy*

THIS AGREEMENT, Made the 2nd day of October A.D. 1951 between Joe C. Breshers and Helen (Incorrectly spelled Belle) Breshers, husband and wife, part of the first part, and Lloyd Breshers part of the second part.

WITNESSETH, That said part of the first part agrees to sell and convey to said part of the second part, for the price and upon the terms hereinafter mentioned, the following described real estate situate in the County of Sarpy and State of Nebraska, to-wit:

Lots twelve (12) and thirteen (13) in Block two (2) Wellington Heights, an addition in Sarpy County, Nebraska, as surveyed, platted and recorded and known as 2917 Harrison Street,

Said part of the second part agree to purchase said real estate from said part of the first part, and to pay to them, as the purchase price for the same, the sum of Forty-six hundred & Fifty (\$4,650.00) dollars, in payment as follows: Two thousand (\$2000.00) down, the receipt whereof is hereby acknowledged, and and Forty (\$40.00) dollars or more per month until the remaining balance with accrued interest is paid in full.

All said payments on this contract shall include interest at the rate of six per cent per

STATE OF NEBRASKA
COUNTY OF SARPY

On this 18 day of Sept, 1942, before me the undersigned, a Notary Public in and for the State of Nebraska, qualified and residing in said county, personally appeared the identical person whose name is affixed to the foregoing same to be his voluntary act and deed.

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

R. M. STRAWN, Notarial Seal
R. M. STRAWN, Notary Public
DOUGLAS COUNTY, NEBRASKA
COMMISSION EXPIRES FEB. 16, 1945
My commission expires Feb. 16, 1945.

ROBERT I. HOLGENSEN
TO
WHOM IT MAY CONCERN
A/C. \$1.05 Pd.

State of Nebraska)
County of Sarpy) ss.

I, Jos. E. Strawn, being first duly sworn, depose and say that I am a Notary Public in and for the County of Sarpy, Nebraska, for the past 20 years and have been duly qualified with Robert I. Holgerson, who on May 5, 1942 conveyed Lot 1 and 2 in Block 125 in the City (formerly Village) of Bellevue, Sarpy County, Nebraska, from the City of Bellevue, Nebraska, to the Streets, Avenues and Alleys adjacent thereto, which have been conveyed by the City of Bellevue, to John P. Webster, which deed was recorded May 5, 1942 in Book 60 at Page 153 of the Deed records of Sarpy County, Nebraska, and with R. M. Strawn, who purchased the lots at tax sale on June 14, 1941 and to whom Harry Kunnell, Sheriff of Sarpy County, Nebraska, gave a deed dated July 5, 1941, which deed was recorded May 5, 1942 in Book 60 at Page 153 of Deed Records of Sarpy County, Nebraska.

Affiant knows of his own knowledge that R. I. Holgerson, trustee in said deed and standing the discrepancy in the middle initial of his name.

Affiant has personal knowledge of the said lots being purchased by R. Holgerson and was Notary Public who took the acknowledgment on the conveyance by him to John P. Webster.

Affiant further states that he was personally acquainted with Maude K. Beckstead, Granting Warrenty Deed given by John Peters and Mary K. Peters, his wife, recorded May 27, 1928 in Book 53 at Page 19 of the Deed Records of Sarpy County, Nebraska, which deed conveyed Lot 1 in Block 126 in the Village of Bellevue, Sarpy County, Nebraska, and affiant knows of his own knowledge that Maude K. Beckstead and Maude K. Holgerson, wife of Robert I. Holgerson are one and the same person, said Maude K. Beckstead having married Robert I. Holgerson.

Further affiant saith not.

Subscribed and sworn to before me this 22nd day of August, 1942.

RUTH M. STRAWN, Notarial Seal
SARPY COUNTY, NEBRASKA
COMMISSION EXPIRES FEB. 6, 1947

Jos. E. Strawn
Ruth M. Strawn
Notary Public

UNITED STATES ARMY
JOHN E. QUINN
Discharge \$1.00 Pd.

Filed September 21, 1942 11:50 o'clock A. M.

HONORABLE DISCHARGE FROM THE UNITED STATES ARMY
TO ALL WHOM IT MAY CONCERN:
THIS IS TO CERTIFY, That John E. Quinn 106805 - Cook, Cas. Det. 1164 D. B.

MISCELLANEOUS RECORD No. 11

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

Approved and signed as to Lot _____, Block _____, City of Bellevue, Sarpy County, Nebraska.

By _____

STATE OF NEBRASKA)

COUNTY OF SARPY) SS

On this _____ day of _____, 1942, before me the undersigned a Notary Public, duly commissioned and qualified for and residing in said county, personally came _____ and _____ to me known be the identical persons whose names are affixed to the foregoing instruments, and acknowledged the same to be their voluntary act and deed.

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

Notary Public

My commission expires _____

Approved and signed as to Lots 8-9-, Block 182, Village of Bellevue, Sarpy County, Nebraska.

By Frances Stern

Widow

STATE OF NEBRASKA)

COUNTY OF SARPY) SS

On this 17th day of Sept. 1942, before me the undersigned, a Notary Public, duly commissioned and qualified and residing in said county, personally came Frances Stern and _____ to me known to be the identical person whose name is affixed to the foregoing instruments and acknowledged the same to be her voluntary act and deed.

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

A. B. Bacheider
Notary Public

A. B. BACHEIDER NOTARIAL SEAL
SARPY COUNTY NEBRASKA

COMMISSION EXPIRES DEC. 1, 1942 **

My commission expires Dec. 1-42

Approved and signed as to Lots 8-9, Block 191, Village of Bellevue, Sarpy County, Nebraska.

By Ernest Speraw

Elizabeth Speraw

STATE OF NEBRASKA)

COUNTY OF SARPY) SS

On this 17th day of September, 1942, before me the undersigned, a Notary Public, duly commissioned and qualified and residing in said county, personally came Ernest Speraw and Elizabeth Speraw to me known to be the identical persons whose names are affixed to the foregoing instruments and acknowledged the same to be their voluntary act and deed.

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

A. B. Bacheider
Notary Public

A. B. BACHEIDER NOTARIAL SEAL
SARPY COUNTY NEBRASKA

COMMISSION EXPIRES DEC. 1, 1942 *

My commission expires Dec. 1-42

Approved and signed as to Lots 7 to 12 Inc., Block 166, Village of Bellevue, Sarpy County, Nebraska.

By Henrietta C. Medlar

STATE OF NEBRASKA)

COUNTY OF SARPY) SS

On this 18th day of Sept., 1942, before me the undersigned, a Notary Public, duly commissioned and qualified and residing in said county, personally came Henrietta C. Medlar and _____ to me known to be the identical person whose name is affixed to the foregoing instruments and acknowledged the same to be her voluntary act and deed.

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

C. L. Himes
Notary Public

C. L. HIMES NOTARIAL SEAL
DODGE COUNTY NEBRASKA

COMMISSION EXPIRES SEPT. 22, 1943 *

My commission expires Sept. 22-1943

Approved and signed as to Lots 1 to 6 Inc.

Block 95

" 1 to 12 Inc.
" 1 to 4-7 to 12 Inc.
" 1-2-3-4
" 1 to 3-10 to 12 Inc.
" 1 to 6-10 to 12 Inc.

" 137
" 136
" 106
" 182
" 191

Village

of Bellevue, Sarpy County, Nebraska.

By Wm. Parkinson, Trustee

MISCELLANEOUS RECORD NO. 11

493

DORIS E. HELWIG
TO
WHOM IT MAY CONCERN
Att. \$.90 Pd.

Filed September 19, 1942 at 8:01 o'clock A. M.

A P P I D A V I T

State of Nebraska) SS.
County of Sarpy)

Doris E. Helwig, single, being first duly sworn, deposes and says that she is one of the mortgagors mentioned in the mortgage recorded in Book 51, Page 215, Sarpy County Records, and that this mortgage failed to recite her marital status. Affiant hereby states that at the time this above mortgage was executed she was single.

Further affiant sayeth not.

Doris E. Helwig

Subscribed in my presence and sworn to before me this 18 day of September, 1942.

C. R. Pearson
Notary Public

C. R. PEARSON NOTARIAL SEAL
SARPY COUNTY NEBRASKA
COMMISSION EXPIRES JAN. 18, 1948

FRANCES STERN ET AL

TO

WHOM IT MAY CONCERN
Prot. Covenants \$2.65 Pd.

Filed September 19, 1942 at 11 o'clock A. M.

County Clerk

PROTECTIVE COVENANTS

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1968, at which time said Covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then 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 of 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 not to exceed two stories in height and a private garage for not more than two cars.

B. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 17 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line. No residence or attached apartment shall be erected on any lot farther than 40 feet from the front lot line.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 4500 square feet or a width of less than 45 feet at the front building setback line, as shown on the recorded plat.

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 trailer, basement, tent, shack, garage, barn, or other out-building 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.

F. No dwelling costing less than \$2,000 shall be permitted on any lot. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 440 square feet in the case of a one-story structure and 360 square feet in the case of a 1 1/2 or two-story structure.

MISCELLANEOUS RECORD No. 11

CITY OF BELLEVUE :
TO :
WHOM IT MAY CONCERN :
ORDINANCE #4.40 Pd. :
----- ^

Filed May 20, 1942, at 5 o'clock P.M.

Oliver Peter
County Clerk

CITY OF BELLEVUE, NEBRASKA.
ORDINANCE NO. 209

AN ORDINANCE VACATING ALL PORTIONS OF 26TH AVENUE IN THE CITY OF BELLEVUE, NEBRASKA, NOT HERETOFORE VACATED, BETWEEN THE PRESENT EXTENDED EAST PROPERTY LINE OF CLAY STREET AND THE PRESENT EXTENDED WEST PROPERTY LINE OF JEFFERSON STREET, AND BETWEEN THE PRESENT EXTENDED EAST PROPERTY LINE OF FRANKLIN STREET AND THE PRESENT EXTENDED WEST PROPERTY LINE OF MAIN STREET, WITH THE EXCEPTION OF THOSE PORTIONS OF SAID 26TH AVENUE WHICH INTERSECT AND LIE BETWEEN THE PRESENT EXTENDED EAST AND WEST PROPERTY LINES OF THE FOLLOWING STREETS: CALHOUN STREET, CRAWFORD STREET, VAN BUREN STREET, JACKSON STREET, MADISON STREET, WAYNE STREET, WASHINGTON STREET AND HANCOCK STREET, SAID EXTENDED EAST AND WEST PROPERTY LINES BEING IN EACH INSTANCE SITUATED SEVENTEEN FEET EAST OR WEST OF THE ORIGINAL PROPERTY LINES AS LAID OUT ON THE ORIGINAL PLAT OF THE SAID CITY OF BELLEVUE.

WHEREAS, the appraisers heretofore appointed to ascertain and assess the damages sustained by the citizens of Bellevue, Nebraska, or by the owners of the property therein by reason of the proposed vacation of all portions of 26th Avenue in the City of Bellevue, Nebraska, not heretofore vacated, between the present extended East property line of Clay Street and the present extended West property line of Jefferson Street, and between the present extended East property line of Franklin Street, and the present extended West property line of Main Street, with the exception of those portions of said 26th Avenue which intersect and lie between the present extended East and West property lines of the following streets: Calhoun Street, Crawford Street, Van Buren Street, Jackson Street, Madison Street, Wayne Street, Washington Street and Hancock Street, being in each instance situated seventeen feet East or West of the original property lines as laid out on the original plat of the said City of Bellevue, have filed with the City Clerk their written report and assessment, finding that no damage will accrue to the citizens of said City or to the owners of the property therein by reason of such proposed vacation.

NOW, THEREFORE, BE IT ORAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA:

Section 1: That all portions of 26th Avenue in the City of Bellevue, Nebraska, not heretofore vacated, between the present extended East property line of Clay Street and the present extended West property line of Jefferson Street, and between the present extended East property line of Franklin Street, and the present extended West property line of Main Street, with the exception of those portions of said 26th Avenue which intersect and lie between the present extended East and West property lines of the following streets: Calhoun Street, Crawford Street, Van Buren Street, Jackson Street, Madison Street, Wayne Street, Washington Street and Hancock Street, said extended East and West property lines being in each instance situated seventeen feet East or West of the original lines as laid out on the original plat of the said City of Bellevue, be and they hereby are vacated.

Section 2: There being no newspaper published in said City three typewritten copies of this Ordinance shall be posted up, one in each of three public places in said City, and the following are found and declared to be public places therein:

1. Bellevue Grocery.
2. Bellevue Market.
3. Morrison's Food Store.

Section 3: This ordinance shall become effective and be in force from and after its passage, approval and posting.

Passed this 15 day of May, 1942.

ATTEST:

Elizabeth P. Smith

City Clerk

CITY OF BELLEVUE SEAL *
SARPY COUNTY, NEBRASKA *

F. H. Freeman, Mayor

F. H. Freeman
Mayor

Nebraska's
First Territorial Capitol
1854-1855

CITY OF BELLEVUE
BELLEVUE, NEBRASKA

Members of Council
Chas. E. Covington
H. J. Frazier
Elmer Johnson
E. E. Rosser, Jr.

Elizabeth Smith, City Clerk

May 16, 1942.

STATE OF NEBRASKA }
COUNTY OF SARPY } ss.
CITY OF BELLEVUE }

MISCELLANEOUS RECORD No. 11

I, the undersigned, the duly appointed, qualified and acting City Clerk of the City of Bellevue, do hereby certify that the attached Ordinance No. 303 is a true and correct copy of said Ordinance which was duly and unanimously passed and adopted by the City Council of Bellevue Nebraska, at a Regular Adjourned Meeting thereof, held on the 15th day of May, 1942.

CITY OF BELLEVUE SEAL *
SARPY COUNTY, NEBRASKA *

Elizabeth F. Smith
City Clerk

ANNIENETTE F. CAVLOVIC & HS. :
AND :
NEBRASKA POWER COMPANY :
CONTRACT \$2.75 Pd. :
----- : 1

Filed May 22, 1942, at 9:30 o'clock A.M.

Elizabeth F. Smith
County Clerk

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

STANDARD TRANSMISSION LINE CONTRACT

THIS INDENTURE, Made this day of 19, by and between Anniennette F. Cavlovic & Matt Cavlovic, wife and husband, of the County of Sarpy County, 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 \$80.00 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:

Tax lot 8 in Section 29, Township 14, Range 13 in Sarpy County.

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:

Centered on a line approximately 15 ft West of and parallel to the North and South Center line of Section 29, Township 14 North, Range 13 East of the 6th P.M.
and such grant shall run with and bind the aforescribed property.

The Grantor(s) do(es) 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 Grantor(s) further agree(s) that nothing will be constructed, erected or maintained within a distance of fifty (50) feet each way from the center line of the Company's line, which would be a hazard to such line or in any way interfere therewith.

CITY OF BELLEVUE

TO
WHOM IT MAY CONCERN :
Ord. --- \$2.05 --- : v

Filed September 11, 1950 at 9:30 o'clock A.M.

Clarence C. Otto
County Clerk

July 28, 1950

To whom it may concern:

This is to certify that the attached is a true and exact copy of ordinance No 291 of the City of Bellevue, Nebraska, as read, passed and approved and entered into the Ordinance Record of Bellevue, Nebraska, by the City Council of Bellevue, Nebraska, on July 26, 1950.

M. G. Holmes,

City Clerk, Bellevue, Nebraska

ORDINANCE NO. 291

An ordinance declaring the necessity, expediency and propriety of vacating those parcels of land abutting upon each and every part of 26th Avenue in the City of Bellevue, Nebraska, heretofore vacated by the City of Bellevue, Nebraska, from the west boundary line of Wayne Street and continuing west to the City limits, each of said parcels to extend a distance of feet east and west of the parts and portions of 26th Avenue heretofore vacated, and provide by Resolution of the City Council to assess any damages sustained by Freeholders of said City

BE IT ORDAINED by the Mayor and City Council of the City of Bellevue, Nebraska:

SECTION 1. It is hereby declared necessary, expedient and proper and for the public good and it is further declared necessary and proper under the terms of a certain resolution duly adopted by the City Council of the City of Bellevue, Nebraska, of the 26 day of July, 1950, to vacate those parcels of land abutting upon each and every part of 26th Avenue in the City of Bellevue, Nebraska, heretofore vacated by the City of Bellevue, Nebraska, from the west boundary line of Wayne Street and continuing west to the City limits, each of such parcels extend a distance of 17 feet east and west of the parts and portions of 26th Avenue heretofore vacated, and reserving the right of way on said parcels for public utilities, and the same and hereby is vacated.

SECTION 2. That the appraisers heretofore appointed for the purpose of appraising damages to the citizens of the City of Bellevue and the owners of property abutting upon said parcels heretofore described by virtue of said vacation, made report as to their findings to the Clerk of the City of Bellevue, Nebraska, to the effect that there was no damage to any persons or property or property owners by virtue of the vacation of the said 17 foot parcels hereinbefore described.

SECTION 3. That a copy of this ORDINANCE shall be published in the Bellevue Press, a legal newspaper of general circulation in the City of Bellevue, Nebraska, within a period of one month after the passing hereof.

SECTION 4. This ORDINANCE shall become effective and shall be in full force and effect after its passage, approval and publication, as provided by law.

DATED this 26 day of July, 1950.

R.N. Jungers

Mayor

Attest:

M. G. Holmes, City Clerk

By H. C. Ludwig, Acting Mayor

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA)
County of Sarpy) ss

J. B. Gebble, Jr. being first duly sworn, upon oath, deposes and says that he is manager of The Bellevue Press a legal weekly newspaper of general circulation in Sarpy County, Nebraska and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to his personal knowledge the advertisement, a copy of which is hereto attached, was printed in the said newspaper 1 consecutive weeks prior to the 18 day of August, 1950, the dates of said publication being as follows:

First publication, Friday	August 11, 1950)
Second publication, Friday	_____, 194_)
Third publication, Friday	_____, 194_)
Fourth publication, Friday	_____, 194_)
Fifth publication, Friday	_____, 194_)

J.B. Gebble, Jr.

Subscribed in my presence and sworn to before me this 18th day of August 1950 Printer's

fee \$4.25.

*****CLARENCE C. OTTO*****
CLARENCE C. OTTO, Notary Public
SARPY COUNTY, NEBRASKA
COMMISSION EXPIRES APRIL 6, 1952

Clarence C. Otto

Expires April 6, 1952

ORDINANCE NO. 291

An Ordinance declaring the necessity, expediency and propriety of vacating those parcels of land abutting upon each and every part of 26th Avenue, in the City of Bellevue, Nebraska, heretofore vacated by the City of Bellevue, Nebraska, from the west boundary line of Wayne Street and continuing west to the City limits, each of said parcels to extend a distance of 17 feet east and west of the parts and portions of 26th Avenue heretofore vacated, and provided by Resolution of the City Council to assess and damages sustained by Freeholders of said City.

BE IT ORDERED by the Mayor and City Council of the City of Bellevue, Nebraska:

SECTION 1. It is hereby declared necessary, expedient and proper and for the public good, and it is further declared necessary and proper under the terms of a certain resolution duly adopted by the City Council of the City of Bellevue, Nebraska of the 26 day of July, 1950, to vacate those parcels of land abutting upon each and every part of 26th Avenue in the City of Bellevue, Nebraska heretofore vacated by the City of Bellevue, Nebraska, from the west boundary line of Wayne Street and continuing west to the City limits, each of such parcels to extend a distance of 17 feet east and west of the parts and portions of 26th Avenue heretofore vacated, and reserving the right of way on said parcels for public utilities, and the same be and hereby is vacated.

SECTION 2. That the appraisers heretofore appointed for the purpose of appraising damages to the citizens of the City of Bellevue and the owners of property abutting upon said parcels herein before described by virtue of said vacation, made report as to their findings to the City Clerk of the City of Bellevue, Nebraska, to the effect that there was no damage to any person or property or property owners by virtue of the vacation of the said 17 foot parcels herein before described.

SECTION 3. That a copy of this ORDINANCE shall be published in the Bellevue Press, a legal newspaper of general circulation in the City of Bellevue, Nebraska, within a period of one month after the passing hereof.

SECTION 4. This ORDINANCE shall become effective and shall be in full force and effect after its passage, approval and publication, as provided by law.

DATED This 26 day of July, 1950.

Harold Ludwig, Acting Mayor
Attest: M. G. Holmes, City Clerk

BOARD OF TRUSTEES OF BELLEVUE COLLEGE:
TO
WHOM IT MAY CONCERN
Disclaimer ----- \$2.00 paid -----

Filed September 11, 1950 at 1:45 o'clock P.M.

Robert Luther
County Clerk

DISCLAIMER

WHEREAS, The Board of Trustees of Bellevue College did at one time own a considerable number of parcels of real property in Bellevue, Sary County, Nebraska, most of which property has been conveyed at various times, and
WHEREAS, In May 1924, the Village of Bellevue enacted Ordinance #118, whereby seventeen (17) foot strips abutting upon most of the blocks in the Village of Bellevue were vacated, but the Board of Trustees of Bellevue College inadvertently failed to transfer such vacated strips to the subsequent owners, and
WHEREAS, It was the intention of the Board of Trustees of Bellevue, College, when such properties were sold, to transfer and deed, not only the lots but also any and all vacated strips adjoining and abutting upon said lots, and
WHEREAS, title to certain lots in Bellevue which had once been vested in Bellevue College or the Board of Trustees of the Bellevue College has passed by tax foreclosure proceedings or by other legal proceedings to other title holders, and
WHEREAS, the Board of Trustees of Bellevue College claims no right, title or interest in or to such vacated strips of real property and realizing that said vacated strips are without value for practical purposes.

NOW THEREFORE, for and in consideration of ONE DOLLAR (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Board of Trustees of Bellevue College does hereby disclaim all right, title and interest in and to all vacated parcels of real property adjoining and abutting upon lots heretofore owned by the Board of Trustees of Bellevue College, and which lots were sold and transferred or foreclosed, and for the purpose of conveying all right, title and interest which it has or may have in and to said real estate, does hereby disclaim, quit-claim, set over, transfer, assign and convey all of the right, title and interest of the Board of Trustees of Bellevue College in and to all of said real property to the persons respectively last appearing of record as record holders of title to the said lots in

MISCELLANEOUS RECORD No. 11

W. L. COCKRELL ET AL
TO
WHOM IT MAY CONCERN
AFF. \$1.10 Pd.

Filed April 23, 1942, at 1 o'clock P.M.

Harry L. Homan
County Clerk

A F F I D A V I T

STATE OF NEBRASKA:
SS

COUNTY OF SARPY :

W. L. Cockrell, Mary L. Homan, and Frances Sterr, being first duly sworn upon oath depose and say that they were well and personally acquainted with John W. Frazier, who received title to Lots 4, 5, and 6, in Block 265, in the Village of Bellevue, Sarpy County, Nebraska, by Tax deed recorded June 28, 1922, in Book 51 of Deeds at Page 146, and these affiants know of their own personal knowledge that ever since said date, to-wit: June 26, 1922, the said John W. Frazier, and his grantees Frank L. Homan and Abby Homan, husband and wife, who received title by warranty deed from John W. Frazier and wife, which deed was dated March 10, 1932, and recorded March 25, 1932, in Book 56 at Page 129 of the deed records of Sarpy County, Nebraska, and Keith Williams who obtained title to said Lots by Sheriff's Deed, dated September 22, 1941, and recorded December 16, 1941, in Book 60 at Page 197, that each and all of them, during their respective period of ownership, have been in open, notorious, hostile, continuous, exclusive, uninterrupted and peaceful possession of said Lots 4, 5, and 6, in Block 265, in the Village of Bellevue, Sarpy County, Nebraska, occupying and using same to the exclusion of all other persons, and especially to the exclusion of Howard L. Baird, and any and all heirs of Howard L. Baird, and that E. C. Westcott is now in possession under claim of ownership under the same circumstances and conditions as aforesaid, and that said possession is adverse to the said Howard L. Baird and all of the heirs of the said Howard L. Baird, and has been continuous at least ever since the date of June 28, 1922.

Affiants further state that the said John W. Frazier and his grantees mentioned above have been in open, notorious, hostile, continuous, exclusive, uninterrupted and peaceful possession of all of the vacated portions of streets, avenues and alleys adjoining said property above described from and since May 15, 1924.

Affiants further sayeth not.

W. L. Cockrell
Mary L. Homan
Frances Sterr

Wm. J. Shalcross
Notary Public

Subscribed in my presence and sworn to before me this 21st day of April, A. D. 1942.
My commission expires July 5, 1947.

WM. J. SHALCROSS NOTARIAL SEAL *
SARPY COUNTY, NEBRASKA *
COMMISSION EXPIRES JULY 5, 1947 *

E. C. WESTCOTT ET AL
TO
WHOM IT MAY CONCERN
PROTECT. COVENANTS \$1.60 Pd. :
----- : ^

Filed April 23, 1942, at 1 o'clock P.M.

Harry L. Homan
County Clerk

PROTECTIVE COVENANTS
TO 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 35 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 4500 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.

MISCELLANEOUS RECORD No. 11

THE SARGENT & LUNDY COMPANY, INC. 1927-19

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 \$2500.00 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. Minimum ground floor area for 1½ or 2 story structure to be 500 square feet.

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 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.

The above covenants apply to the following lots and blocks in Bellevue, Sargy County, Nebraska Approved and signed as to all vacated portions of streets or avenues adjoining Lots 1, 2, 3, 4, 5, 6, 7, Blk. 309 in City of Bellevue, Sargy County, Nebraska.

STATE OF NEBRASKA } ss
COUNTY OF SARGY (

On this 20 day of April, 1942, before me, W. L. Cockrell, a Notary Public, duly appointed and qualified for and residing in said County, personally appeared E. C. Westcott, to me known to be the identical person described in and whose name is affixed to the foregoing instrument and acknowledged said instrument to be their voluntary act and deed.

Witness my hand and seal at Bellevue, in said County, the day and year last above written

W. L. Cockrell
Notary Public

W. L. COCKRELL, NOTARIAL SEAL
SARGY COUNTY, NEBRASKA *
COMMISSION EXPIRES MAR. 15, 1948 *

My commission expires March 15-1948.

Approved and signed as to Lots 7, 8, 9, 10, 11, and 12 Block 320, City of Bellevue, Sargy County, Nebraska.

STATE OF NEBRASKA (ss
COUNTY OF SARGY (

H. L. Richardson
Mrs. Rose Richardson

On this 20 day of April, 1942, before me, W. L. Cockrell, a Notary Public, duly appointed and qualified for and residing in said County, personally appeared H. L. Richardson and Mrs. Rose Richardson, Husband & Wife, to me known to be the identical persons described in and whose names is affixed to the foregoing instrument, and acknowledged said instrument to be their voluntary act and deed.

Witness my hand and seal at Bellevue, in said County, the day and year last above written

W. L. Cockrell
Notary Public

W. L. COCKRELL, NOTARIAL SEAL
SARGY COUNTY, NEBRASKA *
COMMISSION EXPIRES MAR. 15, 1948 *

My commission expires March 15-1948

MISCELLANEOUS RECORD No. 11

in, over, upon and across a strip of land 100 feet in width, being 50 feet on each side of the following described center line:

Beginning at a point on the east line of Section 11, Twp. 13 North, Range 13 East of the 6th Principal Meridian, Sarpy County, Nebraska, which point is 1320 feet south of the NE corner of said Section; thence N 89° 39' West 300 feet, more or less, to the east line of the Chicago, Burlington and Quincy Railroad.

TRACT 4.

A perpetual easement for the construction, operation, and maintenance of a pipe line, in, over, upon and across a strip of land 100 feet in width, being 50 feet on each side of the following described center line:

Beginning at a point on the east line of the NW 1/4 Section 12, Twp. 13 North, Range 13 East of the 6th Principal Meridian, Sarpy County, Nebraska, which point is 1324.5 feet south of the NE corner of said NW 1/4; thence N 89° 39' West 2635.7 feet to a point on the west line of said Section 12, which point is 1320 feet south of the NW corner of said section.

TRACT 5.

A perpetual easement for the construction, operation, and maintenance of a pipe line, in, over, upon and across a strip of land 100 feet in width, being 50 feet on each side of the following described center line:

Beginning at a point on the east line of Section 12, Twp. 13 North, Range 13 East, of 6th Principal Meridian, Sarpy County, Nebraska, which point is 1329 feet south of the NE corner of said Section 12; thence N 89° 39' West 2629.7 feet to a point on the east line of the NW 1/4 of said Section 12, which point is 1324.5 feet south of the NE corner of said NW 1/4.

Said proceeding or suit was filed on the 7th day of July, 1942, and is now pending in the United States District Court for the District of Nebraska, Omaha Division, and the Petition is on file in the Office of the Clerk of the United States District Court, Post Office Building, Omaha, Nebraska, and said Petition, by reference is made a part of this Notice.

The object of said proceeding is the condemnation and acquisition in fee simple of the lands heretofore described and referred to as Tracts 1 and 2, and the acquisition of an easement in the lands described and referred to as Tracts 3, 4 and 5.

The Petitioner in said suit is the United States of America, and the following are the Respondents, being the persons who appear of record as the owners of said real estate, or as having interest therein, to-wit:

104.22 Acres of land, more or less, situate in Sarpy County, State of Nebraska;
Eva C. Kousky;
Frank H. Prucka;
Herman Platt and Barbara Platt, husband and wife;
Nebraska Wesleyan University, a corporation;
JOSEPH L. NUFF and FREDA NUFF, husband and wife; and
COUNTY TREASURER OF SARPY COUNTY, NEBRASKA.

You will take notice of the pendency of this action at your own risk.

UNITED STATES OF AMERICA,
Petitioner,
By Joseph T. Volava
UNITED STATES ATTORNEY
FOR THE DISTRICT OF
NEBRASKA.

JOHN H. KELLER ET AL :
TO :
WHEN IT MAY CONCERN :
Protect. Covenants \$6.00 Pd.:
Filed July 9, 1942, at 3:30 o'clock P.M.

John H. Keller
County Clerk

PROTECTIVE COVENANTS

These Covenants are to 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 10 years unless by vote of a majority of the then owners of 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. Invalidiation 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 not to exceed one story in height and a private garage for not more than one car.

B. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line. No building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line. No residence or attached apartment shall be erected on any lot farther than 40 feet from the lot line.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 4500 square feet or a width of less than 45 feet at the front building setback line, as shown on the recorded plat.

D. No structure shall be erected on any lot

MISCELLANEOUS RECORD No. 11

THE CAPITAL CITY RECORD, SARP COUNTY, NEBRASKA

be done thereon which may be or become an annoyance or nuisance to the neighborhood.
 E. 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 temporary character be used as a residence.

F. No dwelling costing less than \$2,000 shall be permitted on any lot. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 440 square feet in the case of a one-story structure and 360 square feet in the case of a 1½ or two story structure.

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

Approved and signed as to Lots 1 to 12 Inc & Lot A, Block 136, City of Bellevue, Sarpy County, Nebraska.

BY John H. Keller
 Nema R. Keller

STATE OF NEBRASKA)
 COUNTY OF SARPY) SS

On this 13th day of June, 1942, before me the undersigned, a Notary Public, duly commissioned and qualified for and residing in said county, personally came John H. Keller and Nema R. Keller to be the identical persons whose names are affixed to the foregoing instruments, and acknowledged the same to be their voluntary act and deed.

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

A. B. BACHELDER NOTARIAL SEAL
 SARPY COUNTY, NEBRASKA
 COMMISSION EXPIRES DEC. 1, 1942
 My commission expires Dec 1-42

Approved and signed as to Lots 1 to 6 Inc, Block 56, Village of Bellevue, Sarpy County, Nebraska

BY Rufus Bailey
 Ida E. Bailey

STATE OF NEBRASKA)
 COUNTY OF SARPY) SS

On this 13 day of June, 1942, before me the undersigned, a Notary Public, duly commissioned and qualified for and residing in said county, personally came Rufus Bailey and Ida E. Bailey to be the identical persons whose names are affixed to the foregoing instruments and acknowledged the same to be their voluntary act and deed.

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

A. B. BACHELDER NOTARIAL SEAL
 SARPY COUNTY, NEBRASKA
 COMMISSION EXPIRES DEC. 1, 1942
 My commission expires Dec 1-42

Approved and signed as to Lots 1-2-3-4-7-8-9-10-11-12 Block 125, Village of Bellevue, Sarpy County, Nebraska.

BY Anna Grimm Vldg

STATE OF NEBRASKA)
 COUNTY OF SARPY) SS

On this 13 day of June, 1942, before me the undersigned, a Notary Public, duly commissioned and qualified for and residing in said county, personally came Anna Grimm and _____, to me known to be the identical persons whose names are affixed to the foregoing instruments and acknowledged the same to be their voluntary act and deed.

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

A. B. BACHELDER NOTARIAL SEAL
 SARPY COUNTY, NEBRASKA
 COMMISSION EXPIRES DEC. 1, 1942
 My commission expires Dec 1-42

A. B. Bachelder
 Notary Public

Approved and signed as to Lots 1-2-3-10-11-12 and So ½ of 9, Block 96, Village of Bellevue, Sarpy County, Nebraska.

BY Julius Dennis
 { Mrs. J. Dennis
 Vilma Dennis

STATE OF NEBRASKA)
 COUNTY OF SARPY) ss

On this 16 day of June, 1942, before me the undersigned, a Notary Public, duly commissioned and qualified for and residing in said county, personally came Julius Dennis and Mrs. J Dennis-Vilma Dennis to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

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

A. B. BACHELDER NOTARIAL SEAL
 SARPY COUNTY, NEBRASKA
 COMMISSION EXPIRES DEC. 1, 1942
 My commission expires Dec 1-42

Approved and signed as to Lots 10-11-12 - - - - Block 129
 of Bellevue, Sarpy County, Nebraska 9-10 - - - - Block 105
 Lots 7-8-9-10-11-12- - Block 126, Village 33.

BY Robt. A. Chandler
 Emma B. Chandler

STATE OF NEBRASKA)
 COUNTY OF SARPY) SS

On this 16 day of June, 1942, before me the undersigned, a Notary Public, duly commissioned and qualified and residing in said county, personally came Robt. A. Chandler and Emma B. Chandler to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

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

A. B. BACHELDER NOTARIAL SEAL *

A. B. Bachelder