

Miscellaneous Record No. 14

Dora Cornelison

Bellevue, Nebr.

Sister

who are his heirs and only heirs at law.

3. That the said Alex Ruge, deceased, left no personal property, but he was, at the time of his death, the fee owner of the following described real estate, to-wit:

An undivided one-third interest in the following:

The South 40 rods of the West half of the Northeast Quarter ($W\frac{1}{2}$ of $NE\frac{1}{4}$) except the East 79 links thereof; the North 120 rods of the West half of South East Quarter ($W\frac{1}{2}$ of $SE\frac{1}{4}$) except the East 79 links thereof, the South 40 rods of the East half of North West Quarter ($E\frac{1}{2}$ of $NW\frac{1}{4}$); the East half of the South West quarter ($E\frac{1}{2}$ of the $SW\frac{1}{4}$); the East 79 links of the South 40 rods of the West half of North West quarter ($W\frac{1}{2}$ of $NW\frac{1}{4}$); and the East 79 links of the West half of South West quarter ($W\frac{1}{2}$ of $SW\frac{1}{4}$); all of the above land being in Section Twenty-six (26); and the following lands in Section Thirty-five (35); the North 120 rods of the East half of Northwest quarter ($E\frac{1}{2}$ of $NW\frac{1}{4}$) and the East 79 links of the North 120 rods of the West half of North West quarter ($W\frac{1}{2}$ of $NW\frac{1}{4}$), all of the above described lands being situated in Township Seventy-three (73), North, Range Forty-Four (44), West of the Fifth Principal Meridian Except 24 acres more or less taken by the U. S. Government.

Lots 1, 2, 3, 10, 11 and 12, Block 120, City of Bellevue, as surveyed, platted and recorded.

which, according to the terms of his last Will and Testament was devised and bequeathed as follows:

Subject to the payment of my debts, "I give, devise and bequeath in equal portions, share and share alike, to Johanna Ruge and Russell Delaware Ruge, the children of my brother Henry Ruge, all of the property possessed by me at the time of my death, whether real, personal or mixed, to be theirs absolutely and in fee simple."

which real estate is hereby assigned to said heirs.

4. That on final settlement of the Estate, there will be due this Court, the sum of \$57.19 for court costs and publication fees. The executor herein has waived his commission and any expenses that he has had and makes no charge against the estate for same. The sum of \$100.00 is hereby allowed to Joseph F. Strawn for his fee as Attorney in probating the Will of Testator and conducting proceedings for the settlement of said Estate.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, by the Court that the final account of the said Henry Ruge, Executor of the Estate of Alex Ruge, deceased be and the same is hereby in all things approved, confirmed and allowed; that upon the payment of the costs of Administration and Attorney's fees the said Henry Ruge, Executor will be discharged from his trust as such executor and the surties on his official bond released.

By the Court,

VICTOR H. SCHMIDT,
County Judge

SEAL

IN THE COUNTY COURT, OF THE COUNTY OF SARPY, STATE OF NEBRASKA
(Certified Copy of Record)

STATE OF NEBRASKA) ss.
County of Sarpy)

I, VICTOR H. SCHMIDT, Judge of the County Court of the County of Sarpy, State of Nebraska, do hereby certify that I have compared the foregoing copies of LAST WILL AND TESTAMENT and DECREE ON FINAL ACCOUNT In Re: Estate of ALEX RUGE, Deceased, 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 Papillion, County of Sarpy, State of Nebraska, on this 2nd day of November, A.D. 1950.

VICTOR H. SCHMIDT,
Judge of the County Court

By Inez C. Risor,
Clerk of the County Court

SEAL OF THE COUNTY COURT
SARPY COUNTY, NEBRASKA

LINOMA REALTY CO. :
TO :
CHAS. TRADER :
Lease \$3.75 Paid : \

Filed November 2, 1950 at 2 o'clock P.M.

Bea Deth
County Clerk

LINOMA REALTY CO.
GRETNA, NEBR.

TO INTERESTED PARTIES:-

June 1st, 1942

To answer the many inquiries concerning the recently-acquired tract known as

41843—CHAMA PRINTING COMPANY

"BEACON VIEW"

located across the Highway from Linoma Beach, the following information is given:-

The legal description of the property is; Tax Lot "D", in Section 29, Township 13, North, Range 10 East of the 6th Principal Meridian, Sarpy County, Nebraska, containing approximately 104 acres. It has been owned until recently by the Lyman-Richey Sand & Gravel Co., and the present lake is the result of gravel excavations made several years ago, and is very deep. The river front is approximately 3000 feet in length. Portions are heavily wooded, mostly with hardwood trees.

The tract was acquired for the purpose of subdividing into large-sized, water-front lots to be leased to selected tenants desirous of constructing their own buildings. Presently it is not planned to sell any of the lots. Additional water-front is to be provided by extensive hydraulic excavation of the several swales, or low places, and some of this work has been done. The general plan contemplates there being water (all new channels connecting with the main lake) in front of and a roadway behind each of approximately 175 lots, mostly 100 feet in width and from 100 to 250 feet in depth. Tentatively, the rental-cost of these lots has been fixed at \$50.00 each, per annum, this cost to cover use by the lessee and his family of the Linoma Beach facilities as well as the Beacon View facilities.

Because of the freezing of many building materials, particularly of plumbing supplies, the improvement work has been slowed down but will continue on a modest scale in anticipation of changed conditions in the future.

While building restrictions were to be not at all severe they did contemplate the use of septic tanks and water-flushed toilets, and at such time as a sizable colony exists, these restrictions will prevail. In the meantime, a limited number of tenants will be permitted to use vault-type toilets, but these must be replaced with water-flushed equipment when practical.

For many years the lake on the property has been leased to the State Game & Fish Commission for use as a fish nursery and is teeming with bass, crappie, sunfish and catfish. In fact the lake is now overstocked and should be fished in order to provide a balanced situation. We are advised by the Commission officials that with the addition of the shallow lagoons contemplated several hundred fishermen would never be able to fish out the lake. Presently it is easy to secure the legal limit of fish on almost any day.

The management is not desirous of commercializing the tract to the point of leasing lots indiscriminately, and until a more definite policy can be established, the present plan is briefly as follows:

The use of the tract, including fishing, will be strictly confined to the lessees and their families with the understanding that occasional bona fide guests, accompanied by lessees, will be permitted to use the facilities, including fishing. Large group of guests, including organization picnics, etc., will not be allowed to use any of the facilities. No difficulties concerning the exclusive use of the tract are contemplated in view of the fact that only people well-known to be sportsmen in every sense of the word will be permitted to become lessees, and other lessees will be consulted regarding new applicants. Leases will be strictly non-transferrable. Lessees will be expected to vigorously assist the management in detecting and ejecting trespassers and poachers, and in every reasonable way to conserve the fishing for the future benefit of the lessees. Hunting is prohibited as the tract is a part of an extensive State Game Preserve.

Pending a survey of the property and the fixing of permanent lot lines, each lessee will be permitted to select a site with approximately 100 feet of water-front, the occupation of which must of course be agreeable to the management, but as development work proceeds each lessee must expect to cooperate with plans of the management, including the moving of structures to conform to final-survey lot lines. A temporary option has been given to a Defense Housing Building syndicate on the first two tiers of lots from the river, so that any occupancy of these lots must be subject to this option, but we now feel that there is little chance of the option being exercised. At this time no formal leases will be written and only one-year, informal leases running from June 1st to May 31st will currently exist. Only easily-moved structures, approved by the management (including trailers and tents) will be permitted and only one structure, excepting a toilet, may be erected on a site.

Water pumps and driven wells are obtainable at low cost, the water being absolutely pure for drinking purposes. An electric high-line runs across the property but is now presently available for use on account of freezing orders. In case of severe tire and gasoline conditions, the tract is one of the few out-state locations adequately served by bus transportation, and we are assured by the Burlington Railroad that rail service will be provided if necessary.

The following will be absolutely prohibited:

Hunting, or the use of firearms in any manner.

Swimming or wading in any of the waters.

Use of power boats of any sort on the lake waters.
 Throwing of objects of any kind into the lake waters.
 Digging, excavating, or disturbing top-soil in any manner.
 Removal or planting of trees or shrubs without permission.
 Driving on any part of the tract excepting on the established roads.
 Construction of docks or other structures protruding into any of the waters.
 Harboring of animals excepting house pets.
 Permitting unsightly conditions of any sort to exist.
 Disturbing the Peace in any manner, or permitting unusual noise.

It is expected that extreme caution will be taken to maintain a high degree of sanitation. Garbage will be placed in tight containers and will be disposed of as directed by the management. It is anticipated that currently the cost of maintenance of roads, etc. by the management will greatly exceed the amount of rent collected and because this venture for some time will be on a non-profit basis, every cooperation with the ideas and plans of the management will be expected of the lessees, including compliance with additional regulations as their establishment becomes advisable. Lessees will assume for themselves, their families, and their guests, full liability for any accidents occasioned by the use of the private road crossing over the right-of-way of the Burlington Railroad Company which serves the tract, and to see right-of-way gates are kept closed when filling station attendant is not on duty.

The management reserves the right, upon refund of any unused rental and without the assignment of any reason, to terminate any lease and order immediate removal of any buildings or fixtures from the tract; or to refuse to renew any lease upon its expiration.

Later on, formal lease contracts will be written covering long terms of occupancy, the terms set forth above being temporary and subject to change if, when and as conditions warrant.

Respectfully,
 LINOMA REALTY CO.
 GRETNA, NEBR. May 17, 1947.

The undersigned lessee has carefully read and understands the above and agrees to conform to the terms and conditions set forth.

Chas. Trader

Received of the above lessee \$50.00 in payment of rental of lot selected, from June 1, 1947 to May 31, 1948.

LINOMA REALTY COMPANY.
 By C. K. Gaines
 Secretary

IN MATTER OF ESTATE :
 OF :
 ANNA CHESHEK-DECE'D. :
 Decree \$2.00 Pd. : \

Filed November 2, 1950 at 2 o'clock P.M.

Paul D. Tate
 County Clerk

IN THE COUNTY COURT OF SARPY COUNTY, NEBRASKA

In the Matter of the Estate : Estate No. _____
 of :
 Anna Cheshek, Deceased :
 : FINAL DECREE

Now, on this 2nd day of November, 1950, this matter came on to be heard on the final account and petition for discharge of Guy E. Tate, Administrator of the Estate of Anna Cheshek, Deceased and for the distribution of the personal property of said estate, and the evidence, and was submitted to the Court on consideration thereof the Court finds that due and legal notice of the time and place of hearing on said final account and petition for discharge has been given to all persons interested in said estate as provided by law. Thereupon, the Court being fully advised in the premises finds as follows:

1. That the said final account of the said Guy E. Tate, Administrator of the estate of the said Anna Cheshek, deceased is in all respects just, true and correct; that due notice to creditors has been given; that the orders of the Court decreeing the amounts due upon claims against said estate have been duly paid and satisfied; that since the filing of the final report in said estate, the sum of \$10.00 has been paid to Harry S. Byrne and Company for a bond premium; that said estate is now solvent.
2. That on final settlement of the estate, there will be due this Court the sum of \$45.17; that the Administrator is hereby allowed the sum of \$ waived, for his commission pursuant to the statutes; that the sum of \$200.00 be and is hereby allowed to Guy E. Tate for his fee as attorney in conducting the proceedings for the settlement of this estate.
3. That after the payment of all claims, administration expenses, administrator and