

## MISCELLANEOUS RECORD No. 11

suit is in condemnation and for the acquisition by the Government of the United States of the following described real estate, to-wit:

That part of Lots 1 and 2 in Palmtag's Subdivision of Section 11, Township 13 North, Range 13, East of the Sixth Principal Meridian, lying north of the Chicago, Burlington & Quincy Railroad right-of-way, and also all that part of the Northwest quarter of Section 11, Township 13 North, Range 13, East of the Sixth Principal Meridian, which lies north of the Chicago, Burlington & Quincy Railroad right-of-way and east of United States Highways Nos. 73 and 75, except, however, the east 8 rods of said Northwest quarter and also except a tract already owned by the United States of America, which tract is described as follows: Beginning at a point 8 rods west of the Northeast corner of said Northwest quarter; thence South 678 feet; thence North 89° 29' 20" West 300 feet; thence North 300 feet; thence South 89° 29' 20" East 200 feet; thence north 377.9 feet; thence South 89° 29' 20" East 100 feet to the point of beginning, all of the aforesaid real estate lying and being in Sarpy County, Nebraska.

Said proceeding or suit was filed on the 10th 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 hereinbefore described.

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:

119.79 acres, more or less, situate in Sarpy County, Nebraska;

Herman Platt and Barbara Platt, husband and wife;

William Platt, Single;

The Equitable Life Assurance Society of the United States, a Corporation;

The County of Sarpy, Nebraska, a municipal corporation;

The County Treasurer of Sarpy County, Nebraska;

All persons having or claiming any interest in the aforesaid described real estate.

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

UNITED STATES OF AMERICA, Petitioner,

by Joseph T. Votava

ATTORNEY FOR THE DISTRICT OF NEBRASKA.

ANDERSON REALTY CO. INC. :  
TO : Filed July 13, 1942, at 4.30 o'clock P. M.  
WHOM IT MAY CONCERN :  
Protect. Covenants \$1.80 Pd. :

*Ben R. ...*  
County Clerk

## PROTECTIVE COVENANTS

## FOR MARTINVIEW ADDITION OF SARPY COUNTY, NEBRASKA

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 the lots it is agreed to change said Covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the Covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

A. 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.

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- 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 50 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than 30 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 10,000 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 a temporary character be used as a residence.
- F. No dwelling costing less than \$2,000 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 450 square feet in the case of a one-story structure.
- G. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

Until such time as public sanitary sewers are extended to the development, sewage disposal shall be by means of individual septic tanks subject to the approval of the Board of Health.  
 Approved and signed for Lots 1-50 inclusive in Martinview Addition in Sarpy County, Nebraska.

\*\*\*\*\*  
 ANDERSON REALTY COMPANY  
 FORT CROOK, NEBRASKA  
 CORPORATE SEAL  
 \*\*\*\*\*

ANDERSON REALTY CO., INC.  
 Andrew Anderson  
 Carrie Grace  
 President  
 Secretary

FEDERAL HOUSING ADMINISTRATION	
RECEIVED	
Jul. 3, 1942	
Fee	
Prem.	
Cash	Check
By	

STATE OF NEBRASKA )  
 ) SS  
 COUNTY OF DOUGLAS )

On this 3rd day of July, 1942, before me Margaret L. Cline, Notary of Public in and for said County, personally appeared Andrew K. Anderson, President and Carrie A. Grace, Secretary, of Anderson Realty Co., Inc., who are personally known to me and known to be such officers and they acknowledged the foregoing instrument to be their voluntary act and deed, and the voluntary act and deed of Anderson Realty Co., Inc, for the purposes herein stated.

Witness my hand and official seal at Omaha, Nebraska in said County on the day and year last above written.

My commission expires June 1, 1948.

Margaret L. Cline  
 Notary Public

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 MARGARET L. CLINE NOTARIAL SEAL \*  
 DOUGLAS COUNTY, NEBRASKA \*  
 COMMISSION EXPIRES JUNE 1, 1948 \*  
 \*\*\*\*\*

KENNETH MOORE & WF. :  
 TO :  
 OCCIDENTAL BLDG. & LN. ASS'N. :  
 Rental Agreement \$1.25 Pd :  
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Filed July 14, 1942, at 10 o'clock A. M.

*Oliver D. Tate*  
 County Clerk

RENTAL AGREEMENT

In consideration of a loan of \$2100.00 made by the Occidental Building and Loan Association, I or we, the undersigned, Kenneth Moore and Margaret R. Moore, husband and wife, of the County of Sarpy, Nebraska, hereby grant and convey to said Association full power and authority to collect the rentals from the premises hereinafter described, or any part thereof, in such manner as said Association and its authorized agents may deem best, and in default of the payment of said rent, or any part thereof, to proceed in the name of the owners of said premises, to recover said rent in such manner as said Association may deem best; to commence and prosecute actions to recover possession of said premises in the name of and at the expense of the owners thereof and to procure tenants and make leases in the name of said owners. As additional collateral security for the

Chancellor 50-556

## MISCELLANEOUS RECORD No. 11

WILLIAM H. MYERS ET AL :  
TO  
ANDERSON REALTY CO. INC. :  
Easement \$2.35 Pd. :

Filed July 22, 1942, at 3 o'clock P. M.

*Brace Peter*  
County Clerk

AGREEMENT FOR PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That WILLIAM H. MYERS, widower, LLOYD MYERS and ETTA MYERS, his wife, First Parties, have contracted to sell and will convey to ANDERSON REALTY CO., INC., a corporation, Second Party, the following described property:--

THAT PART of Tax Lot 11-a, Section 35, Township 14 North, Range 13, East of the 6th P.M., described and bounded as follows: BEGINNING at a point on the North line of said Tax Lot 11-a at its intersection with the easterly line of the right of way of formerly Nebraska State Highway 73 and 75, said point of beginning being 1679.04 feet North and 1718.55 feet West of Quarter corner on the South line of said Section 35, and running thence East on the North line of said Tax lot 11-a 952 feet; thence South 385.5 feet; thence on a curve to the right with a radius of 284.5 feet and consuming an angle of 00 degrees, 446.9 feet, arc measurement; thence West 560 feet; thence North 232 feet; thence North 28 degrees and 10' West, 418 feet to the easterly line of said Nebraska State Highway, 73 and 75; thence Northeasterly on the easterly line of said Highway 530.5 feet to the place of beginning and containing 15.50 acres, more or less, Sarpy County, Nebraska,

which property said corporation has caused to be surveyed and platted into lots and blocks, and which plat will be recorded and as so surveyed, platted and recorded will be known as "Martinview" an addition in Sarpy County, Nebraska. CONTEMPORANEOUSLY and as part of the consideration of the agreement to sell and convey, and the platting of said property, and the uses to which it is to be put, it is recognized by the parties that it is necessary to divert the flow of surface water from the property described in the plat of "Martinview", and to cause such water to flow over other lands owned by First Parties, necessary for the purpose of constructing a new ditch to carry such water so diverted from "Martinview" and over the land of First Parties, together with the right of ingress and egress and to go thereon for the purpose of constructing, maintaining, and repairing such ditch, shall be encumbered by and subject to a perpetual easement for the purpose of carrying off said diverted waters.

NOW, THEREFORE, for and in consideration of all of the agreements of the parties and the consideration of ONE DOLLAR (\$1.00) in hand paid, receipt hereby acknowledged, and other valuable consideration, First Parties HEREBY CREATE, SET OVER and CONVEY to Second Party, its successors, assigns, and persons succeeding it in interest, a perpetual easement upon, over and along the following described property, to-wit:

THAT PART of Tax Lot 11-a, Section 35, Township 14 North, Range 13, East of the 6th P.M., Sarpy County, Nebraska, described and bounded as follows: BEGINNING at the Southwest corner of Lot 29 in Martinview, as surveyed, platted and recorded, and running thence South 25 feet; thence East on a line 25 feet South of and parallel to the South line of said Martinview, 560 feet; thence northeasterly on a curve to the left with a radius of 334.5 feet a distance of 493 feet, more or less, to a point on the South line of Lot 18 Martinview produced southeasterly from the Southeast corner of said Lot 18.50 feet; thence Northeasterly on a curve to the right with a radius of 343 feet, 185 feet; then turning an angle of 90° to the left from tangent to said curve at the last named point and running thence Northwesterly 50 feet; then turning an angle of 90° to the left for tangent and running thence Southwesterly on a curve to the left with a radius of 393 feet, 208 feet more or less to the Southeast corner of Lot 18 of said Martinview; thence Southwesterly and West on the Easterly end South line of said Martinview 1005 feet to the place of beginning,

together with the right to enter upon and across same and land contiguous thereto and to make all necessary repairs and to maintain said ditch adequately to carry off such water. First Parties EXPRESSLY WAIVE any and all claims for damages or injury from or arising out of the construction or maintenance of such ditch and waterway.

Said ditch may be of dimensions and type of construction in accordance with the following specifications: It shall be built in excavation and have a bottom width of 8 feet and side slopes of 1½ on 1 and shall have a depth of from 4 to 8 feet.

O K W H Myers

THIS AGREEMENT shall run with the land and be binding upon all parties, their heirs, grantees, executors, administrators and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands this 10 day of July, 1942.

Frank Kimball  
Witness

Frank Kimball  
Witness

Anne S. Schwartz  
Witness

Lloyd Myers

Etta Myers

William H. Myers

## MISCELLANEOUS RECORD No. 11

STATE OF CALIFORNIA )  
                          ) ss.  
COUNTY OF San Diego )

On this 10 day of July, 1942 A.D. 1942, before me, a notary public duly commissioned and qualified in and for said County, personally came the above named Lloyd Meyers and Etta Meyers who are personally known to me to be the identical persons whose names are affixed to the above Agreement for Perpetual Easement, and they acknowledged the instrument to be their voluntary act and deed, for the purposes therein stated.

\*\*\*\*\*  
FRANK KIMBALL NOTARY PUBLIC \*  
SAN DIEGO CO. CAL. \*  
\*\*\*\*\*

Frank Kimball  
Notary Public

My Commission Expires    My Commission Expires Sept. 27, 1943.

STATE OF Nebraska )  
                          ) ss.  
County of Douglas )

On this 8th day of July A.D. 1942, before me, a notary public duly commissioned and qualified in and for said County, personally came the above named William H. Myers who personally known to me to be the identical person whose name is are affixed to the above Agreement for Perpetual Easement, and he acknowledged the instrument to be his voluntary act and deed, for the purpose therein stated.

\*\*\*\*\*  
ANNE S. SCHWARTZ NOTARIAL SEAL \*  
DOUGLAS COUNTY, NEBRASKA \*  
COMMISSION EXPIRES APR. 15, 1947 \*  
\*\*\*\*\*

Anne S. Schwartz  
Notary Public

My commission expires April 15, 1947

DONALD E. PRATHER & WF. :  
TO :  
PRUDENTIAL INS. CO. OF AMERICA :  
Assgnt. \$1.15 Pd. :  
----- :

Filed July 23, 1942, at 10.45 o'clock A.M.

*Grace Prather*  
County Clerk

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That we, Donald E. Prather and Grace Prather, husband and wife, for and in valuable consideration, the receipt whereof is hereby acknowledged, do hereby assign and convey unto The Prudential Insurance Company of America all our right, title and interest in and to all delayed rentals and oil and gas royalties as such interest appears in the Oil and Gas Lease dated June 13, 1940 and recorded August 28, 1940 in Book 10, page 253 of the Records of Sarpy County, Nebraska and wherein L. K. Hough and C. P. Simmons appear as Lessees, which lease has been assigned to the Monebia Development Company, Ltd., as additional security for a loan secured by a first mortgage to The Prudential Insurance Company of America on the South Half of the Southwest Quarter (S $\frac{1}{2}$  SW $\frac{1}{4}$ ) and the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 14, Township 13 North, Range 12, East of the 6th P.M., Sarpy County, Nebraska.

It is distinctly understood that this Assignment is made for additional security only and not in payment of the interest and principal on the real estate mortgage referred to above, and that the said The Prudential Insurance Company of America may at any time surrender up this assignment and thereupon its right to a foreclosure of said real estate mortgage shall be as if these presents had never been executed.

IN WITNESS WHEREOF, we have hereunto set our hands this 30 day of June, 1942.

Donald E. Prather  
Grace  
Grace Prather

STATE OF Neb. )  
                          ) ss.  
COUNTY OF Sarpy )

On this 30 day of June, 1942, before me the undersigned a Notary Public in and for Sarpy County, Nebraska, personally appeared DONALD E. PRATHER and GRACE PRATHER, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing Assignment of Oil and Gas Lease and acknowledged the said Assignment to be their voluntary act and deed for the purpose therein set forth.