STARS-SMANA PRINTING COMPANY Block 2 - Lot 4: The north 5 feet thereof Block 3 - Lot 3: The north 5 feet thereof Block 4 - Lot 1: A strip 2 feet wide along the east diagonal lot line Block 4 - Lot 23: The south 5 feet Block 4 - Lot 17: A strip 5 feet wide commencing at the Northwest corner thereof and running easterly along the north lot line Block 5 - Lot 5: A strip 5 feet wide along the north lot line Block 6 - Lot 4: A strip 5 feet wide along the north lot line Block 6 - Lot 13: A strip 2 feet wide along the south lot line H. These protective covenants shall hereafter apply to Blocks 1, 2, 3, 4, 5, and 6, Fairview Addition to the City of Fremont, Dodge County, Nebraska. IN WITNESS WHEREOF, Fremont Homes, Inc., has caused these presents to be signed by Arthur Baldwin, its president; Baldwin-Peterson Co., a partnership, has caused this instrument to be signed by Arthur Baldwin, a member of the firm; and Paul Christensen has signed on his own behalf. FREMONT HOMES, INC. (FREMONT HOMES, INC.) By Arthur Baldwin-President (CORPORATE SEAL (FREMONT, NEBR. BALDWIN-PETERSON CO., a partnership By Arthur Baldwin, a member of STATE OF NEBRASKA PAUL CHRISTENSEN County of Dodge Paul Christensen On this 10th day of September, 1952, before me, the undersigned, a Notary Public in and for

On this 10th day of September, 1952, before me, the undersigned, a Notary Public in and for said County, personally came Arthur Baldwin, President of Fremont Homes, Inc., to me personally known to be the president and the identical person whose name is affixed to the above instrument; and Arthur Baldwin, a member of the firm of Baldwin-Peterson Co., a partnership, to me personally known to be a member of the firm and the identical person whose name is affixed to the above instrument; and Paul Christensen, to me personally known to be the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officer and as such individual and the voluntary act and deed of Fremont Homes, Inc., and of Baldwin-Peterson Co., and that the corporate seal of the said Fremont Homes Inc., was thereto affixed by its authority.

WITNESS MY hand and Notarial seal at Fremont in said county the day and year last above written.

Marcella M. Marshall, Notary Public

(MANCELLA M. MARSHALL NOTARIAL SEAL) (COMMISSION EXPIRES JAN. 19, 1957) (DODGE COUNTY, NEBRASKA)

AFFIDAVIT

R-54

WILL R. ROWE, Chairman, Board of Public Works) Filed for record on this 17th day of September, A. D. 1952, at) 10:55 o'clock A. M. and recorded in Misc. Book "R" at page 54.

to

KITTY A. ROUSH, Register of Deeds

WHOM IT MAY CONCERN

) Fee: \$1.45 N

MEETING OF THE BOARD OF PUBLIC WORKS (42) September 12, 1952

WATER LINE

Meeting of the Board of Public Works was held on September 12, 1952, in the office of the Chairman at 11:45 A. M.

The document dedicating the 6" water pipe line now in Fairview Addn. to the City of Fremont, formerly owned by Earl Comrad, was read by the Board. The Board by motion accepted that portion of the pipe line within the corporate limits of the City and authorized Manager Wright to sign the same. The following is the document:

DEDICATION OF BILL OF SALE

KNOW ALL MEN BY THESF PRESENTS: The undersigned, Paul Christenson, being the owner of

the land platted as Fairview Addition to the City of Fremont, Dodge County, Nebraska, and the owner of a 6" water main extending north and south across the east side of said premises hereby dedicates said water main to the City of Fremont for public use and hereby conveys all of his interests in and to that part of the water main located in the Fairview Addition.

Dated this 9 day of September, 1952.

STATE OF NEBRASKA COUNTY OF DODGE

04405-OMANA PRINTING COMPANY

(Signed) Paul Christensen

On this 9 day of September, 1952, before me, a Notary Public in and for said County personally came Paul Christensen, to me personally known to be the identical person whose name is affixed to the foregoing dedication α bill of sale and acknowledged the execution of the same to be his voluntary act and deed for the purposes herein set forth.

Witness my hand and official seal the day and year last above written.

(Signed) A. C. Sidner, Notary Public

The City of Fremont hereby accepts the dedication of the above described water main and agrees to maintain the same and in due time supplement it with addition connections so as to increase the pressure therein.

> CITY OF FREMONT By (Signed) Lon D. Wright Superintendent of the Department of Utilities

I, Will R. Rowe, the Chairman of the Board of Public Works of the City of Fremont, Dodge County, State of Nebraska, do hereby certify that the preceding Minutes are a true and correct copy of the Minutes of the Board of Public Works held on September 12, 1952.

> Will R. Rowe Chairman, Board of Public Works

Subscribed and sworn to before me this 17th day of September, 1952.

(HAPRIET HAUGHN NOTARIAL SEAL) (COMMISSION EXPIRES MAY 1, 1954) (DODGE COUNTY, NEBRASKA

Harriet Haughn

My Commission Expires May 1st, 1954.

EASEMENT

LYDIA C. WEAVER and L. M. WEAVER

) Filed for record on this 24th day of September, A. D. 1952, at 1:42 o'clock P. M. and recorded in Deed Book "R" at page 55.

KITTY A. ROUSH, Register of Deeds

SINCLAIR REFINING CO.) Fee: \$2.00 \

KNOW ALL MEN BY THESE PRESENTS: That Lydia C. Weaver and L. M. Weaver, wife and husband, of the county of Spokane and State of Washington, for and in consideration of the sum of #1.00 in hand paid, do hereby grant, unto Sinclair Refining Company, a Maine Corporation, authorized to transact business in the State of Nebraska, and having its principal business office at 600 5th Avenue New York, New York, a right of way and easement for driveway and passageway purposes over and across the following described real estate in Dodge County, Nebraska, to-wit:

That part of Lot 11 in Block 35 of the 5th Addition to the Town of Scribner, as platted and recorded in Dodge County, Nebraska, bounded and described as follows: Beginning at a point on the South line of Railroad Street 65 feet Northwesterly from the Northeast corner of said Lot 11 (the same being the Northeast corner of said Lot 11 (the same being the Northwest corner of a certain tract of land this date conveyed by Lydia C. Weaver and L. M. Weaver to Sinclair Refining Company), thence running Northwesterly along the Southerly line of Railroad Street 35 feet to the Northwest corner of said Lot 11, thence at a right angle Southwesterly 35 feet, thence at a right angle Southwesterly 35 feet, thence at a right angle Northeasterly 35 feet to the place of beafining. beginning,

for the purpose of permitting access from Railroad Street to the property belonging to the grantee herein located upon the easterly portion of said Lot 11, as said tract is defined and described in a Warranty Deed executed this date from Lydia C. Weaver and L. M. Weaver, wife and husband as Grantors to Sinclair Refining Company as Grantee.