

EASEMENT

In consideration of \$1.00, the receipt whereof is hereby acknowledged, the undersigned, Ray O. Buckridge and Ruth D. Buckridge, husband and wife, hereby grant unto Nebraska Natural Gas Company, its successors and assigns a perpetual easement across the entire South three feet of Lot 1, Block 1, Midwest Addition to Fremont, Dodge County, Nebraska.

We hereby grant unto said Nebraska Natural Gas Company, its successors and assigns the right to construct and maintain upon said three foot strip, underground pipes for transmission of gas and other types of fuels.

WITNESS our hands this 22 day of May, 1956.

Ray O. Buckridge

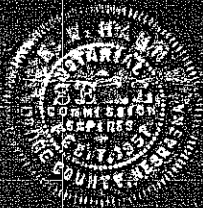
Ruth D. Buckridge

STATE OF NEBRASKA)
) SS
COUNTY OF DODGE)

On this 22 day of May, 1956, before me a Notary Public in and for said county, personally came Ray O. Buckridge and Ruth D. Buckridge, to me personally known to be the identical persons whose names are affixed to the foregoing easement and acknowledged the same to be their voluntary act and deed for the purposes therein set forth.

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

W. H. H. H.
Notary Public



Book } Midwest Specialty Sales Co. Inc. } PROTECTIVE
Page } by R. H. McVicker, Secretary. } COVENANTS
to }
Whom It May Concern }

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until March 15, 1980.

If the parties hereto, or any of them or their grantees, 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 sub-division 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 judgement 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, except such lots or portions thereof as may hereafter be dedicated by the owners thereof for public walks and ways.

No structure shall be erected, altered, placed or permitted to remain on any residential building plot as hereinafter defined other than one detached single-family dwelling not to exceed two stories in height and a private garage or car port for not more than two cars and attached breezeways or other outbuildings incidental to residential uses.

B. Except as hereinafter provided, no building shall be located on any residential building plot nearer than five feet to any side building plot line. No building, except a detached garage or other outbuilding located fifty five feet or more from the front lot line shall be located nearer than three feet to any side building plot line.

C. No residential structure shall be erected or placed on any building plot which plot has an area of less than 4,000 square feet or a width of less than 44 feet at the front building setback line, and such plot of said dimensions is herein defined as a "building plot".

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. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet; except on Block 3 thereof on which the area limitation for the main structure shall be 700 square feet.

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

H. These protective covenants shall hereafter apply to Blocks 1, 2, and 3 of Midwest Addition to the City of Fremont, Dodge County, Nebraska.

IN WITNESS WHEREOF, Midwest Specialty Sales Co., Inc. has caused these presents to be signed by R. H. McVicker, Secretary.

MIDWEST SPECIALTY SALES CO., INC.

BY *R. H. McVicker*



STATE OF NEBRASKA }
COUNTY OF DODGE } ss.

On this 15th day of March, 1955, before me, the undersigned, a Notary Public in and for said County, personally came R. H. McVicker, Secretary of Midwest Specialty Sales Co., Inc. to me personally known to be the Secretary and the identical

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person whose name is affixed to the above instrument, and that the corporate seal of the said Midwest Specialty Sales Co., 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.



Marjella A. Marshall
Notary Public