

EASEMENT

THIS INDENTURE, made this 5th day of July, 1963
 between Warren C. Jacobs
 portion of the first part, and Sanitary & Improvement District No. 120 of
 Douglas County, Nebraska, hereinafter called "District," witnesseth:

That said parties of the first part in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to them in hand paid by said District, the receipt whereof is hereby acknowledged, doth hereby grant, sell, convey, and confirm unto said District and its assigns, forever, the right to use, construct, build, lay, maintain, repair and reconstruct a sanitary sewer pipe, or both, for the passage of sewer water and sewage to, through, over and under the
 parcel of land described as follows:

A ten (10) foot Sanitary Sewer easement in the Lot 4, Block 3, Lee Valley Addition, as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows: The South 10 feet of the North 20 feet of said Lot 4, Block 3, Lee Valley Addition.

Said easement is granted upon the expressed condition that if any changes, repairs or alterations are necessary to be made at any time or if any portion of any sewer needs to be reconstructed after the lots are filled or improved, the District shall make good or cause to be made good to the Owner or Owners of the above property any damage that may be done by said changes, alterations, repairs or reconstruction in the way of damage to trees, grounds, buildings or other improvements thereon, including crops, vines, gardens and lawns, caused by work and construction done by the District.

Said District shall cause any trench made on aforesaid realty to be properly refilled, and shall cause grass seed to be sown over said trench, and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee and representative of the District in any of said construction and work.

Said parties of the first part for themselves and their heirs, executors and administrators do confirm with the said District and its assigns, that they, the parties of the first part, are well seized in fee of the above described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will, and their heirs, executors and administrators, shall warrant and defend this easement to said District and its assigns against the lawful claims and demands of all persons.

The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF said parties of the first part have hereunto set their hands and seals the day and year first above written.

Name of Corporation

By

Corporate
Seal)

Attest

Secretary

(Acknowledgment on backside hereof)

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STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this July day of 1968, before me,
a Notary Public in and for said County, personally came the above named

WILLARD J. COBBS
who is (are) personally known to me to be the identical person(s) whose name(s)
is (are) affixed to the above instrument and acknowledged the instrument to be
his (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

My Commission expires Oct 14 1966

Notary Public



STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this July day of 1968, before me,
the undersigned, a notary public in and for said County, personally came

President of

a corporation, and

Secretary of said corporation,

to me personally known to be the President and Secretary respectively of said
corporation and the identical persons whose names are affixed to the foregoing
instrument, and acknowledged the execution thereof to be their respective vol-
untary act and deed as such officers and the voluntary act and deed of said
corporation, and the corporate seal of said corporation to be thereto affixed by
its authority.

WITNESS my hand and notarial seal at Omaha in said County the day and year
last above written.

Notary Public

My Commission expires

RECEIVED
1968 JUL 5 PM 2 26
THOMAS J. CONNELL
NOTARY PUBLIC
DOUGLAS COUNTY, NEBR.
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STATE OF NEBRASKA
Douglas County
Entered in Notary Public Record
for record in the office of the Register
Deeds of said County and recorded
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By
William - Lynne
Date
Signature 74-121
Date
6/24/68

PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS.

For a part of LIME VALLEY, a Subdivision in Douglas County, Nebraska

THESE COVENANTS shall apply to the following lots and blocks in LIME VALLEY ADDITION: Lots 1 thru 12, inclusive, in block 1; All of Block 2; Lots 1 thru 11, inclusive, in Block 3; Lots 1 thru 6, inclusive, in Block 4; Lots 1 thru 11, inclusive, in Block 5; and Lots 1 thru 12, inclusive, in Block 6.

1. All said lots shall be known, described and used as Residential lots.

2. No structure shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling per lot which is not to exceed two (2) stories in height and a private garage for not more than two (2) cars.

3. Public concrete sidewalks, four feet wide by four inches thick shall be installed in front of each improved lot and on side street of improved corner lots. Where street width is 50 feet, the sidewalks are to be located five feet inside of curb.

4. No residential structure shall be erected or placed on any lot which has an area of less than 5,000 square feet or a distance in width of less than 50 feet at the building setback line.

5. 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.

6. 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.

7. The ground area of the main structure exclusive of one-story open porches and garage shall be not less than 750 square feet for two-story houses, or 900 feet for single-story houses.

8. No building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 7 feet to any side street line. No building shall be located nearer than 7 feet to any side lot line, except that a minimum side yard and a minimum rear yard of 2 feet shall be required for a garage or other permitted accessory building located on any interior lot nearer than 35 feet to the rear lot line. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

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9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

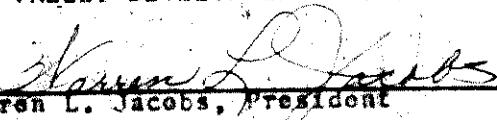
11. The Provisions herein shall be binding upon and inure to the benefit of the undersigned, their heirs, administrators, successors and assigns, and their grantees, both immediate and remote, and shall run with the land for the benefit of and as a burden upon all subsequent owners of each of the lots above described, until January 1, 1986, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of lots it is agreed to change said covenants in whole or in part. All deeds of conveyance by the undersigned, their heirs, successors, administrators and assigns, or by their grantees, whether immediate or remote, shall be executed and delivered subject to the provisions hereof, and any owner of said lots, immediate or remote, may enforce the provisions hereof against any other owner or owners violating or failing to respect said provisions, irrespective of whether they are prior or subsequent grantees.

12. The provisions herein contained are in pursuance of a general plan of improvement and development, and each provision is several and separable, and invalidation of any such provision shall not effect the validity of any other provision.

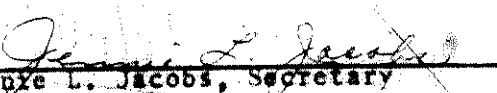
13. Any person for whose benefit these covenants thus exist shall have full power, authority and right, in his or her own name, to maintain suitable action, either at law or in equity, for the enforcement of these covenants or for the collection of damages resulting from the violation of said covenants; but such action always shall be optional to such person, and in no event ever shall be deemed to be obligatory upon either this corporation, or upon its successors or assigns, or other person whomsoever.

February 13, 1963.

LEE VALLEY DEVELOPMENT CO.


Warren L. Jacobs, President

Attest:


Jenice L. Jacobs, Secretary



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STATE OF NEBRASKA }
COUNTY OF DOUGLAS }

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On this 13th day of February, 1963,
before me, the undersigned a Notary Public, duly commissioned and
qualified for and in said county, personally came Warren L. Jacobs
and Jennie L. Jacobs, President and Secretary respectively of
Lee Valley Development Co., to me known to be the identical persons
whose names are affixed to the foregoing instrument and acknowledged
the execution thereof to be his and her voluntary act and deed.

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

John A. Rickerson
Notary Public

My Commission expires the 19th day of December, 1968.

RECEIVED

JAN 17 1968

STATE OF NEBRASKA
NOTARY PUBLIC
REGISTRATION NO. 55

407 Please
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January 13, 1963

John A. Rickerson
Notary Public
for Lee Valley Development
Co., Inc.
74-409+442