



MISC 2014017891



MAR 11 2014 15:54 P 6

Fee amount: 40.00  
FB: 43-16951  
COMP: CC

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
03/11/2014 15:54:08.00



2014017891

*Space Above Reserved for Recording Information*

Return to:  
McGill, Gotsdiner, Workman & Lepp, P.C., L.L.O., ATTN: Christina Fink, Esq., 11404 West Dodge Rd, Suite 500, Omaha, NE 68154

## DECLARATION OF EASEMENTS

**THIS DECLARATION** is made this 4<sup>th</sup> day of MARCH, 2014 by **Gerald A. Hoberman**, an individual ("**Declarant**").

### WITNESSETH:

**WHEREAS**, Declarant is the owner of that certain property described as Lot 1, Hoberman Place, Douglas County, Nebraska ("Lot 1") and Lot 2, Hoberman Place, Douglas County, Nebraska ("Lot 2");

**WHEREAS**, Declarant desires to execute this Declaration of Easement to establish non-exclusive reciprocal permanent easements to provide ingress and egress and parking for Lot 1 and Lot 2 pursuant to the terms hereof;

**NOW THEREFORE**, it is declared as follows:

1. **Access Easements.** Subject to the terms and conditions hereof, (a) Declarant, as the Lot 1 owner, hereby grants and conveys to the owner of Lot 2, including any successor owners of Lot 2 (hereinafter individually and collectively the "Lot 2 Owner") and the Lot 2 Owner's employees, agents, contractors, tenants, licensee and invitees, a non-exclusive reciprocal permanent easement over, through and upon that part of Lot 1 in the ingress and egress easement area which is depicted on Exhibit "A" attached hereto (the "Lot 2 Access Easement") for the purpose of providing vehicular and pedestrian access, ingress and egress to Lot 2; and (b) Declarant, as the Lot 2 Owner, hereby grants and conveys to the owner of Lot 1, including any successor owners of Lot 1 (hereinafter individually and collectively the "Lot 1 Owner") and the Lot 1 Owner's employees, agents, contractors, tenants, licensee and invitees, a non-exclusive reciprocal permanent easement over, through and upon that part of Lot 2 in the ingress and egress easement area which is depicted on Exhibit B attached hereto (the "Lot 1 Access and Parking Easement") for the purpose of providing vehicular and pedestrian access, ingress and egress to Lot 1 and additional parking for Lot 1. The Lot 2 Access Easement area and the Lot 1 Access and Parking Easement area are collectively referred to herein as the "Access Easement Areas".

2. **Maintenance and Indemnity.** The Lot 1 Owner and the Lot 2 Owner (collectively the "Lot Owners") agree that they shall each be responsible for and pay their prorata share of all costs, construction, repair, maintenance, and utility expenses of the improvements made to the Access Easement Areas, and that they shall keep the same in good and useable condition and repair, including snow and ice removal, pavement repair and other repair and maintenance necessary to keep the Access Easement Areas in good repair. The Lot Owners' prorata share shall be based upon the size of Lot 1 and Lot 2 as follows: Lot 1 is twenty five percent (25%) and Lot 2 is seventy five percent (75%). Each Lot Owner shall promptly pay its share of such costs as and when the same become due. The Lot Owners shall maintain a reasonable amount of general and/or comprehensive public liability and property damage insurance against claims or for personal injury, death or property damage occurring upon their respective owned portions of the Access Easement Areas.

The Lot 1 Owner hereby agrees to indemnify, defend and hold harmless the Lot 2 Owner from and against any and all damages, liability, claims, losses, judgments and expenses including reasonable attorney's fees incurred by the Lot 2 Owner as a result of the Lot 1 Owner's exercise of the rights granted under this agreement. The Lot 2 Owner hereby agrees to indemnify, defend and hold harmless the Lot 1 Owner from and against any and all damages, liability, claims, losses, judgments and expenses including reasonable attorney's fees incurred by the Lot 1 Owner as a result of the Lot 2 Owner's exercise of the rights granted under this agreement.

3. **Limitation of Improvements.** The Lot Owners and their successors and assigns shall not at any time erect, construct or place on or below the surface of the Access Easement Areas any permanent improvements which may impede the path of pedestrian and vehicular movement along the easement areas and shall not permit anyone else to do so.

4. **Termination of Easement Declaration.** The Lot 2 Access Easement and the Lot 1 Access and Parking Easement may be terminated only by a written instrument executed by the then Lot Owners.

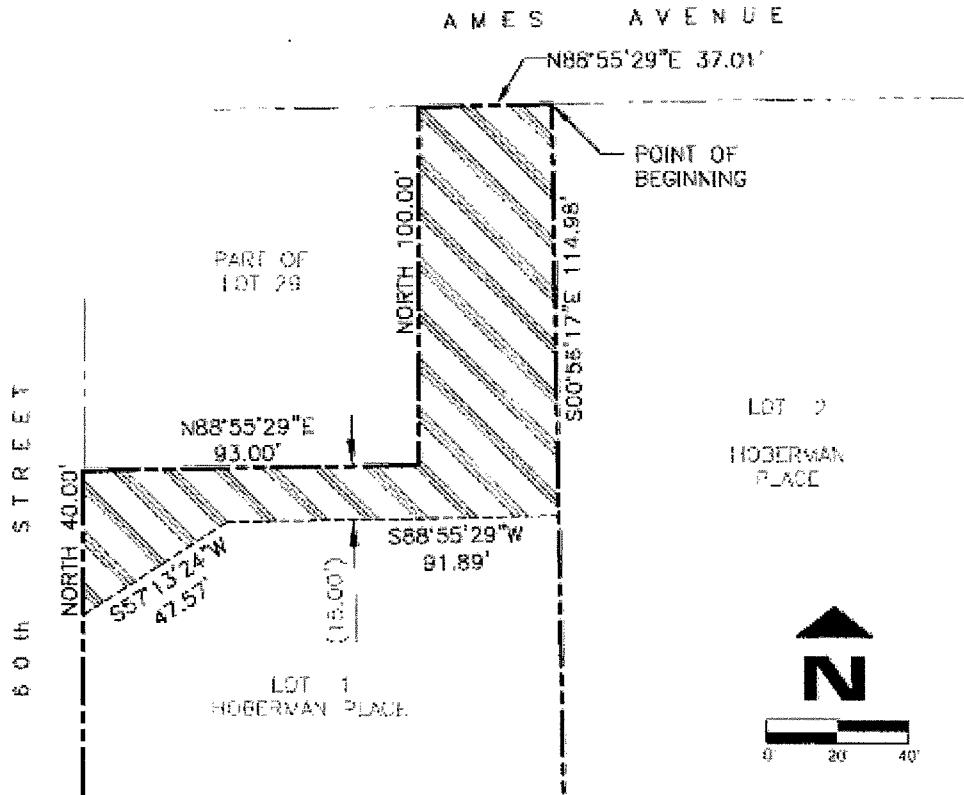
5. **Enforcement.** The provisions of this Declaration of Easement may be enforced by an action for injunctive relief, as well as by an action for damages. No breach of any provision of this Declaration of Easement by any party shall give the other party the right to cancel, rescind or otherwise terminate this Declaration of Easement, but this provision shall not be deemed to affect any other rights or remedies which the non-breaching party may have, or claim to have, by reason of the breach.

6. **Miscellaneous.** This Declaration of Easement shall be governed and construed in accordance with the laws of the State of Nebraska. The easements, covenants and restrictions granted hereunder and all provisions of this Declaration of Easement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Upon any sale of Lot 1 or Lot 2 by Declarant or by any successor or assign, the selling party shall have no further liability hereunder other than for claims arising during the selling party's period of ownership.



## Exhibit A Lot 2 Access Easement

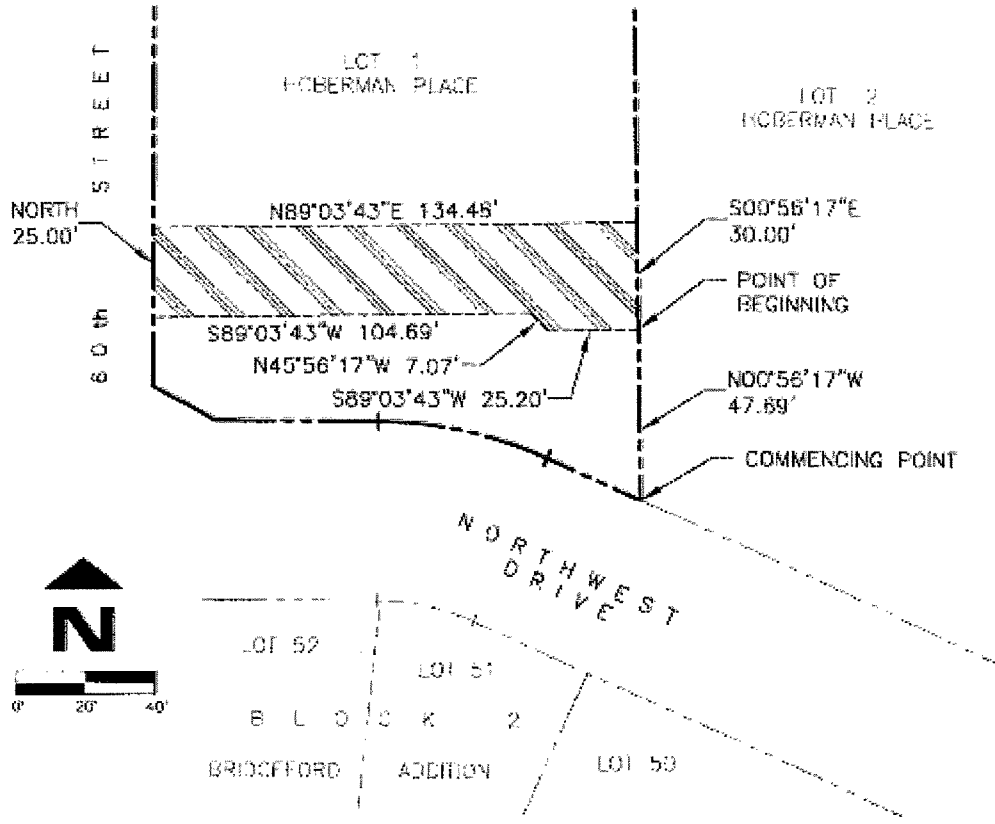
2/19/2014 2:19 PM 625 6000W 15.000' 430 207 2402 HOBERMAN LOT 1, 2 & 3.dwg Acad Plot 2, 3042-000pt1438207 PLOT.dwg



### LEGAL DESCRIPTION

PART OF LOT 1, HOBERMAN PLACE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID LOT 1; THENCE S00°56'17"E (ASSUMED BEARING) 114.98 FEET ON THE EAST LINE OF SAID LOT 1; THENCE S88°55'29"W 91.89 FEET ON A LINE 15.00 FEET SOUTH OF AND PARALLEL TO A NORTH LINE OF SAID LOT 1; THENCE S57°13'24"W 47.57 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 40.00 FEET ON THE WEST LINE OF SAID LOT 1 TO A NORTH LINE (HEREOF); THENCE N88°55'29"E 93.00 FEET ON A NORTH LINE OF SAID LOT 1; THENCE NORTH 100.00 FEET ON A NORTH LINE OF SAID LOT 1; THENCE N88°55'29"E 37.01 FEET ON A NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

	Job Number: 1438 207-1(EX2) Thompson, Dreesen & Dorner, Inc. 10806 Old Mill Rd Omaha, NE 68154 p 402.330.6867 f 402.330.5968 td2co.com	Date: FEBRUARY 19, 2014 Drawn By: RJD Reviewed By: JDA Revision Date:	<h2 style="margin: 0;">EXHIBIT "A"</h2>
	GERALD HOBERMAN		



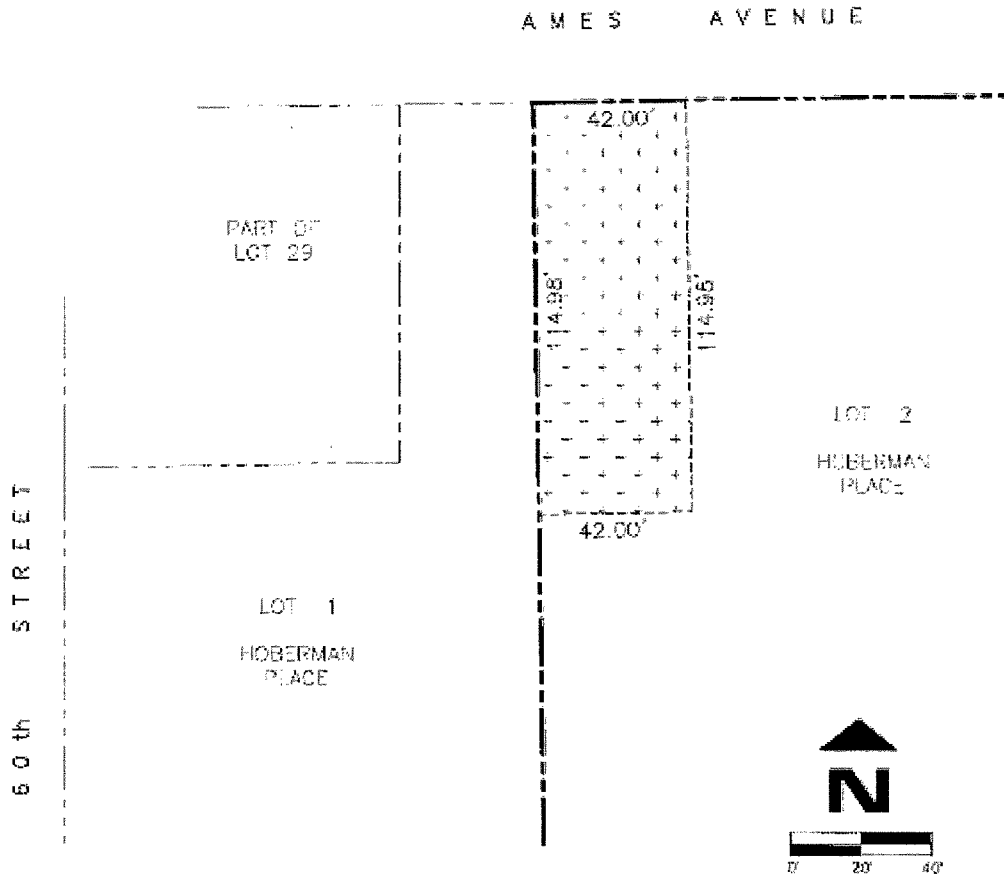
**LEGAL DESCRIPTION**

PART OF LOT 1, HOBERMAN PLACE, A SUBDIVISION IN DOLGAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID LOT 1; THENCE N00°56'17"W (ASSUMED BEARING) 47.69 FEET ON THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE S89°03'43"W 25.20 FEET; THENCE N45°56'17"W 7.07 FEET; THENCE S89°03'43"W 104.69 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 25.00 FEET ON THE WEST LINE OF SAID LOT 1; THENCE N89°03'43"E 134.48 FEET TO THE EAST LINE OF SAID LOT 1; THENCE S00°56'17"E 30.00 FEET ON THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

	Job Number: 1438-207-1(EX3)	Date: FEBRUARY 19, 2014	<h2>EXHIBIT "A"</h2> <p>GERALD HOBERMAN</p>	
	Thompson, Dressman & Dornier, Inc. 12838 Q16 MAIN RD Omaha, NE 68154 p.402.332.8650 f.402.332.5988 td2inc.com	Drawn By: RJR		Book Page
		Reviewed By: JOW		
		Revision Date:		


## Exhibit B Lot 1 Access and Parking Easement

14. 2/27/14 1:07 PM 330 MWL260 4004851428-107 Gerald Hoberman Ltd. 1. Thompson Inc. Parcel 2. 0051241810-14831011483



### LEGAL DESCRIPTION

THE WEST 42.00 FEET OF THE NORTH 114.98 FEET OF LOT 2, HOBBERMAN PLACE,  
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

	Job Number: 1408-007-1(EK1) Thompson, Dreesen & Donner, Inc. 10838 Old Mill Rd Omaha, NE 68154 p.402.330.8890 f.402.330.5898 td2inc.com	Date: FEBRUARY 19, 2014 Drawn By: JJK Reviewed By: JGW Recession Used:	GERALD HOBBERMAN	Book Page