



MISC 2004167311



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Received - RICHARD TAKECHI  
Register of Deeds, Douglas County, NE  
12/28/2004 13:40:23.83



2004167311

RE: Lots 6 and 7 West Village Pointe

## PERMANENT INGRESS/EGRESS DECLARATION

KNOW ALL MEN BY THESE PRESENTS:

THAT **Village West LLC**, a Nebraska limited liability company, hereinafter referred to as DECLARANT, the record owner of Lot 7 West Village Pointe Subdivision, a Subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, for valuable consideration, the receipt of which is hereby acknowledged, does hereby establish and declare for the benefit of the record **owner of Lot 6, West Village Pointe**, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded ("Lot 6"), and its successors, assigns, personal representatives, licensees, customers, invitees, tenants, subtenants, contractors, and permittees (hereinafter collectively referred to as the "Lot 6 Owner"), a permanent non-exclusive easement for access and the right of ingress and egress in, over and through the portion of Lot 6 described and depicted on Exhibit A attached and incorporated herein ("the Easement Area") for the purpose of allowing access over the Easement Area to and from Lot 6 to a full median break driveway within Burke Street.

During the term of this Declaration, the following restrictions shall apply to the Easement Area:

- 1) No buildings, improvements or other structures, nor any grading, fill or fill material or embankment work, shall be placed in, on, over or across the Easement Area by DECLARANT and its successors and assigns without express approval of the record owner of Lot 6. Nothing in this Declaration shall be interpreted to preclude landscaping, road and/or street surfaces, parking area surfacing and/or pavement within the Easement Area; such improvements and any trees, grass or shrubbery placed within the Easement Area shall be maintained by DECLARANT and its successors or assigns.
- 2) The record owner of Lot 6 shall repair promptly any damage to the Easement Area and any improvements and landscaping within the Easement Area directly caused by Lot 6 Owner in connection with its exercise of any rights or easements granted in this Declaration.

DECLARANT represents that it is the lawful owner of Lot 6 and that it has the right to establish and grant the easement created and granted by this Declaration. The easement established and granted by this Declaration shall run with the land.

Dated: December 27, 2004

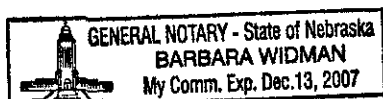
Village West LLC, a Nebraska limited liability company,

By: \_\_\_\_\_

Salvatore Carta, Member

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of December, 2004 by Salvatore Carta, Member of Village West LLC, a Nebraska Limited Liability Company, on behalf of such Limited Liability Company.



Barbara Widman  
Notary Public

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