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DECLARATION AND EASEMENT

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THIS DECLARATION AND EASEMENT made and entered into this 26<sup>th</sup> day of December, 1986, by and between Wilfred M. Looby and William L. Gayer, hereinafter jointly referred to as First Party and Terry A. Lambert Plumbing, Inc., a Nebraska corporation, hereinafter referred to as Second Party,

WITNESSETH:

WHEREAS, First Party is the owner of certain real property legally described as follows, to-wit:

All of Lots 5 thru 11, inclusive, Block 10, Walnut Hill, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, together with the North 1/2 of the vacated alley adjoining said Lots 5 and 6 on the South, together with all of vacated alley adjoining said Lots 7 and 8 on the South, together with that part of Lot 4 in said Block 10, described as follows: Beginning at the S.W. corner of said Lot 4; thence Northerly 150.00 feet on the West line of said Lot to the N.W. corner of said Lot 4; thence Easterly 50.00 feet on the North line of said Lot to the N.E. corner of said Lot 4; thence Southerly 50.00 feet on the East line of said Lot 4; thence Southwesterly 111.80 feet to the point of beginning.

hereinafter referred to as Parcel "A"; and

WHEREAS, Second Party is the owner of certain real property legally described as follows, to-wit:

All of Lots 12 thru 16, inclusive, Block 10, Walnut Hill, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, together with all of the vacated alley adjoining said Lots 12, 13 and 14 on the North.

hereinafter referred to as Parcel "B"; and

WHEREAS, Parcel "A" and Parcel "B" are appurtenant and there exists on said Parcels a party wall;

WHEREAS, the above-described party wall rests on Parcel "A" and abuts on a two dimensional plane with Parcel "B" and is located as follows:

Commencing at the Southwest corner of Lot 11, Block 10, Walnut Hill, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska; thence East a distance of 150.00 feet; thence South a distance of 16.00 feet; thence East a distance of 100.00 feet.

WHEREAS, the parties hereto desire to create, for the benefit of themselves, their successors, heirs and assigns, provisions for maintenance of said party wall and, further, to create an easement to allow the performance of said maintenance;

NOW, THEREFORE, in consideration and pursuance of the above-described premises, the Parties hereto declare as follows:

1. That the owner of Parcel "A", their successors, heirs and assigns, shall bear fifty percent (50%) of the cost of maintaining the above-described wall and that the owner of Parcel "B", its successors and assigns, shall bear fifty (50%) of said cost of maintenance. Said wall together with roofing supports and

roofing connected therewith shall be maintained in a reasonably good condition and shall include reconstruction whenever reasonably necessary. Notwithstanding the above provisions, any owner causing damage to said structure through negligence on the part of the party themselves or others for them or on their behalf shall be wholly responsible for such damage resulting from any such negligence. Either the owner of Parcel "A" or of Parcel "B", their successors, heirs and assigns, shall have the right to do such work on said structure and to make such repairs thereon as are reasonably necessary to maintain the same in a reasonably good condition, and upon the completion of said repairs, the Party making such repairs shall be entitled to recover from the other Party his respective portion of the costs as assigned herein.

2. First Party does hereby grant unto Second Party, its successors, heirs and assigns, and Second Party does hereby grant unto First Party, their successors, heirs and assigns, an easement for the right of ingress and egress to come upon their respective lands as above-described as shall be reasonably necessary from time to time to perform maintenance as required by this Declaration.

3. This Declaration and Easement shall be deemed to be a covenant running with the title to the lands described above and shall be binding upon the respective declararants' successors, heirs and assigns for so long as the above-described structure stands; provided, however, that this Declaration and Easement may be released at any time by appropriate agreement for that purpose entered into between all of the owners of said Parcels and their respective mortgagees, if any, duly executed and acknowledged and filed for record in the office of the Register of Deeds of Douglas County, Nebraska.

IN WITNESS WHEREOF this Declaration and Easement has been executed the day first above-written.

Wilfred M. Looby  
Wilfred M. Looby

William L. Gayer  
William L. Gayer

TERRY A. LAMBERT PLUMBING, INC.,  
a Nebraska corporation,

By: Clyde W. Miller  
Clyde W. Miller, President

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STATE OF NEBRASKA )  
: ss.  
COUNTY OF DOUGLAS )

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

Now on this 26<sup>th</sup> day of December, 1986, before me a Notary Public, personally appeared Wilfred M. Looby, personally known by me to be the identical person whose signature appears above and he signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.



*Patricia R. Zeeb*

Notary Public

EX 799 N 49-315 + 318 C/O [Signature] FEE 21.00  
PG 43-45 49/321 DEL IN MC B.C.  
OF [Signature] COMP [Signature] F/B 1040580

STATE OF NEBRASKA )  
: ss.  
COUNTY OF DOUGLAS )

Now on this 26<sup>th</sup> day of December, 1986, before me a Notary Public, personally appeared William L. Gayer, personally known by me to be the identical person whose signature appears above and he signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.



*Patricia R. Zeeb*  
Notary Public

STATE OF NEBRASKA )  
: ss.  
COUNTY OF DOUGLAS )

Now on this 26<sup>th</sup> day of December, 1986, before me a Notary Public, personally appeared Clyde W. Miller, personally known by me to be the President of Terry A. Lambert Plumbing, Inc., a Nebraska Corporation, and he signed the foregoing instrument and acknowledged the execution thereof to be the voluntary act and deed of himself and of said corporation.



*Patricia R. Zeeb*  
Notary Public

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