



BK 0865 PG 688



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GEORGE J. ...
REGISTER ...
DOUGLAS COUNTY, NEBR.

DECLARATION OF EASEMENT FOR INGRESS AND EGRESS
AND OTHER COVENANTS

This declaration is made this 18th day of October, 1988, by Farmland Enterprises, Inc., a Nebraska corporation, with offices located at 13333 West Center Road, Omaha, Nebraska 68144, hereinafter called the "Owner".

WHEREAS, Owner is seized of an estate in fee simple of a parcel of real estate, hereinafter referred to as the "Premises," which is legally described as set forth on the attached Exhibit "A"; and

WHEREAS, the Premises is the subject of a Purchase Agreement between Owner and Richard H. Hudson and Marti Ann Hudson, husband and wife, hereinafter jointly referred to as "Buyer"; and

WHEREAS, Owner desires to establish and reaffirm certain easements and other covenants governing the ownership and use of the Premises for the benefit of all present or future owners, tenants, or business patrons of either the owners or tenants of the shopping center development known as Old Orchard West which is located upon real estate legally described as Lots 1-5, inclusive, Old Orchard West, being a replat of part of vacated 135th Street and part of Lots 1 and 2, Sherwood Plaza Commercial, a subdivision located in the southeast quarter of Section 25, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska.

135th St

NOW, THEREFORE, the undersigned hereby grants to all present or future owners or tenants of any portion of the shopping center development known as Old Orchard West, and to

BK 865 N 88-53/54 C/O _____ FEE 5.00
PG 655-62 N 88-53 DEL VK MC W
OF _____ COMP SR F/B 60-28398

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their respective employees, customers, licensees, and invitees, a non-exclusive easement to use, free of charge, any and all parking areas, driveways, walkways, entrances, and exits which are now or hereafter may be located on the Premises, subject only to such reasonable and uniformly adopted rules as may be established by the Owner to prevent the unreasonable use of parking areas on the premises. The parking areas, driveways, walkways, entrances, and exits situated on the Premises shall meet at equal grades and no obstructions shall be placed, erected, or permitted upon the Premises which in any way will interfere with the rights granted herein.

The ownership, use, and occupancy of the Premises shall at all times remain subject to the terms and provisions set forth in the Declaration of Covenants, Conditions, and Restrictions, dated June 30, 1982, and recorded at Book 675, Page 395, of the Register of Deeds of Douglas County, Nebraska.

Any present or future purchaser of the Premises agrees to be and remain a member of the Old Orchard West Merchants Association, hereinafter referred to as "Merchants Association", and to pay dues to the Merchants Association or its successor in an amount no less than twelve cents (\$0.12) per year per square foot of the building(s) under roof on the Premises or such greater amount as may be established by the Merchants Association or its successor. Owner and Buyer shall abide by the rules and regulations established by the Merchants Association and by Owner with respect to the operation and conduct of the shopping center and the activities thereon.

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Any present or future purchaser of the Premises shall pay a share of the costs of common area maintenance for the entire shopping center at the rate of three and one-half percent (3 1/2%) of all costs of such common area maintenance. All common area maintenance costs and Merchants Association dues shall be paid in monthly installments within five (5) days of receipt of a statement for same. Said common area maintenance costs shall include the costs of maintaining the private street located on the Premises. Owner hereby grants to all present or future owners or tenants of any portion of the shopping center development known as Old Orchard West, and to their respective employees, customers, licensees, and invitees, a non-exclusive easement over the westerly 37.72 feet of the Premises upon which there presently exists said private street, for their use, free of charge, for pedestrian and vehicular ingress and egress, subject only to such reasonable and uniformly adopted rules as may be established by Owner.

IN WITNESS WHEREOF, the Owner has executed this Declaration on the date first above written.

Farmland Enterprises, Inc.,
A Nebraska Corporation

By Frank R. West
Frank R. West, President

State of Arizona)
) ss
County of Maricopa)

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Before me, a Notary Public in and for said county and state, personally came Frank R. West, known to me to be the President of Farmland Enterprises, Inc., and known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of the corporation.

Witness my hand and notarial seal this 19 day of October, 1988.



Janet L. Clark
Notary Public
My Commission Expires June 30, 1992.

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Exhibit "A"

Part of Lot 2, Old Orchard West, a subdivision located in the SE 1/4 of Section 25, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said Lot 2, Old Orchard West; thence S $00^{\circ}10'40''$ E (Assumed Bearing) along the West Line of said Lot 2, Old Orchard West, a distance of 44.61 feet to the Point of Beginning; thence N $89^{\circ}49'20''$ E, a distance of 246.72 feet; thence S $00^{\circ}10'40''$ E, a distance of 142.39 feet to a point on the South Line of said Lot 2, Old Orchard West; thence S $89^{\circ}49'20''$ W along said South Line of Lot 2, Old Orchard West, a distance of 246.72 feet to the Southwest corner of said Lot 2, Old Orchard West; thence N $00^{\circ}10'40''$ W along said West Line of Lot 2, Old Orchard West, a distance of 142.39 feet to the Point of Beginning.

Said tract of land contains an area of 0.806 acres, more or less.