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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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| FEE | 3250 | Comp | FB53 05933 |
| DEL | <input checked="" type="checkbox"/> | CIO | COMP. <input checked="" type="checkbox"/> |
| LEGAL PG | SCAN | <input checked="" type="checkbox"/> | FV <input checked="" type="checkbox"/> |

DECLARATION OF ACCESS EASEMENT AND RESTRICTIONS

THIS DECLARATION OF ACCESS EASEMENT AND RESTRICTIONS (the "Declaration"), is made this 30th day of July, 1996, by Cass Street, L.L.C., a Nebraska limited liability company, having an office at 11506 Nicholas Street, Suite 200, Omaha, Nebraska 68154 ("Grantor") and Dial "Q" Street Limited Partnership, a Nebraska limited partnership, having an office at 11506 Nicholas Street, Suite 200, Omaha, Nebraska 68154 ("Grantee").

W I T N E S S E T H :

WHEREAS, that certain tract of land located in Douglas County, Nebraska was replatted, which replat was filed of record on February 12, 1996, and is now known as Lots 1, 2, 3, 4, 5, 6, 7 and Outlot 1 of the Cass Street Replat, a cluster subdivision in Douglas County, Nebraska according to the map or plat thereof recorded in Book 2025 at Page 184 of the Deed Records of Douglas County, Nebraska (the "Cluster Subdivision"); and

WHEREAS, Grantor is the owner of the tracts of land identified as Lots 1, 4, 5, 6 and 7 of the Cluster Subdivision and as shown on the site plan attached hereto as Exhibit "A"; and

WHEREAS, northerly boundary line of Lot 5 which is also the southerly boundary line of Lot 4 has by administrative subdivision action by the City of Omaha Planning Department been moved approximately sixty five (65) feet southerly to the position designated on the survey for new subdivision (Exhibit "B") attached hereto and made a part hereof; and

WHEREAS, Grantee will be by the time this instrument is recorded the owner of revised Lot 5 of the Cluster Subdivision, identified as Lot 2, Cass Street Replat II, on Exhibit "B", which tract Grantor is current owner of and intends to convey fee simple title to Grantee by a warranty deed; and

WHEREAS, Grantee has requested from Grantor, and Grantor is desirous of granting to Grantee, a non-exclusive easement for ingress to and egress from and access across and over that portion of revised Lot 4 identified as the Access Area (the "Access Area") on Lot 1 Cass Street Replat II on Exhibit "B" and fully described on Exhibit "B" by metes and bounds;

NOW, THEREFORE; in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Grantor hereby declares as follows:

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1. Grantor hereby grants, bargains, sells, conveys and confirms unto Grantee and its successors in interest in title to Lot 2, Cass Street Replat II, a permanent and perpetual appurtenant non-exclusive easement over, upon, and across the Access Area located on Lot 1, Cass Street Replat II, as from time to time may be used as driveways, entrances, and exits and a temporary easement for the construction of the concrete access driveway on said Access Area; TO HAVE AND HOLD the said easement, together with all rights and appurtenances to the same belonging, for the sole purpose of ingress to and egress from Lot 2 and the public roads adjacent thereto and the permanent ingress-egress easement granted to the owners of Lots 2, 3, 4, 5, 6 and 7 of the Cluster Subdivision (but in no event for parking purposes).

2. The permanent and perpetual easements and rights-of-ways hereby granted are irrevocable, shall run with the land and continue forever and shall be easements appurtenant to the benefitted parcels.

3. The Owner of Lot 2 Cass Street Replat II shall install, at its sole cost and expense, a concrete access drive in accordance with reasonable specifications provided by the Owner of Lot 1 Cass Street Replat II in the area indicated on Exhibit "B".

4. Each owner shall respectively bear the responsibility for the provision of all maintenance, repair and upkeep required to be made or done upon the Lot owner by it.

5. The entrances and exits and driveways serving such entrances and exits within the Access areas of Lots 1 and 2 as shown on Exhibit "B", shall not be altered by the owners of Lots 1 and 2 Cass Street Replat II so as to materially affect the access, ingress and egress granted by this Declaration, without first procuring the written consent of the owners of Lots 1 and 2 Cass Street Replat II, which consent shall not be unreasonably withheld, delayed or conditioned. Such entrances, exits and driveways shall not be obstructed except on a temporary basis for the purpose of repairs and construction.

6. This Declaration shall be binding upon the successors in interest in title to Lot 1 and Lot 2 Cass Street Replat II, shall run with the land, and shall be governed by Nebraska law.

7. This instrument shall be effective conditioned upon and subject to the conveyance of Lot 2 Cass Street Replat II by Grantor to Grantee to be evidenced by the recording of a warranty deed.

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IN WITNESS WHEREOF, Grantor has hereunto set its hand in the County and State aforesaid, the day and year first above written.

GRANTOR:

Cass Street, L.L.C.,
a Nebraska limited liability company

By: Joseph H. Carter
Joseph H. Carter, Member

GRANTEE:

Dial "Q" Street Limited Partnership,
a Nebraska limited partnership

By: OM Development, Inc.,
a Nebraska corporation,
General Partner

By: James R. Otis
James R. Otis
Title: Vice President

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July 29, 1996

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

ACKNOWLEDGEMENT

On this 30 day of July, 1996, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared JOSEPH H. CARTER, to me personally known, who being by me duly sworn did say that he is a Member of Cass Street, L.L.C., and that the said JOSEPH H. CARTER as such Member acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.



Lisa A. KruiZenga
Notary Public in and for the
State of Nebraska

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

ACKNOWLEDGEMENT

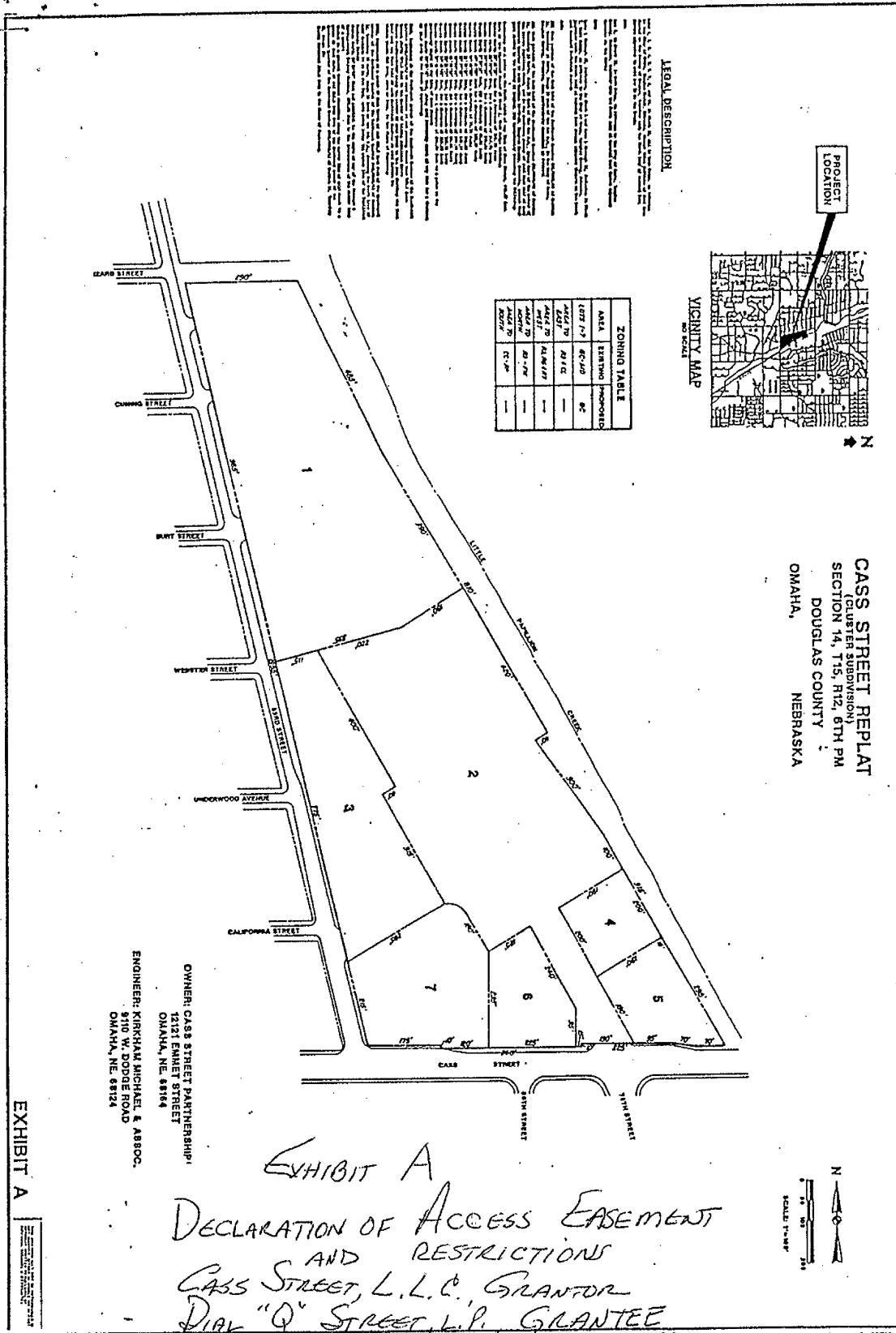
On this 30 day of July, 1996, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared JAMES R. OTIS, to me personally known, who being by me duly sworn did say that he is the Vice President of OM Development, Inc. and that the said JAMES R. OTIS as such Vice President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



Lisa A. KruiZenga
Notary Public in and for the
State of Nebraska

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

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July 29, 1996



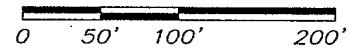
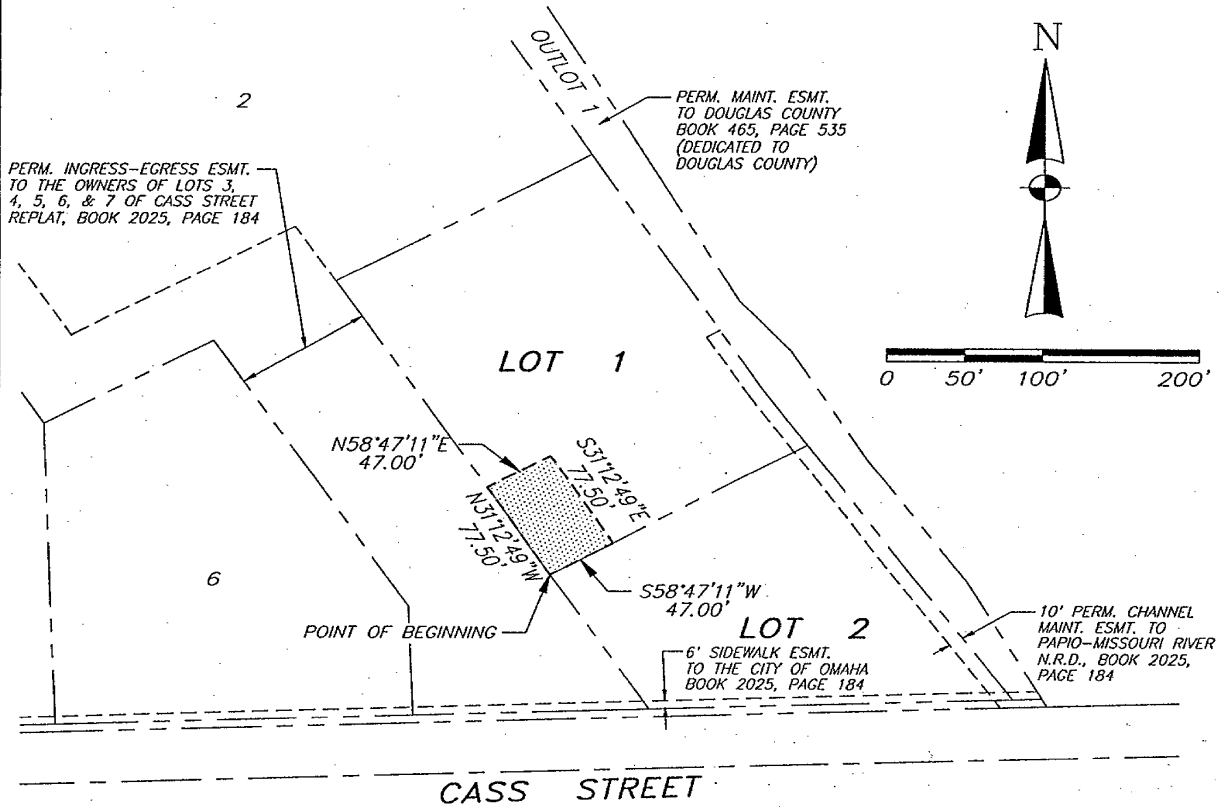
| | | | |
|------|-------------------|---|--|
| 1/18 | LEGAL DESCRIPTION | CASS STREET REPLAT (CLUSTER SUBDIVISION) | KIRKHAM, MICHAEL AND ASSOCIATES ARCHITECTS ENGINEERS PLANNERS |
|------|-------------------|---|--|

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LEGAL DESCRIPTION OF INGRESS-EGRESS EASEMENT

A TRACT OF LAND LOCATED IN LOT 1, CASS STREET REPLAT II, AN ADMINISTRATIVE SUBDIVISION RECORDED IN DOUGLAS COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 1, THENCE N31°12'49"W, A DISTANCE OF 77.50 FEET; THENCE N58°47'11"E, A DISTANCE OF 47.00 FEET; THENCE S31°12'49"E, A DISTANCE OF 77.50 FEET; THENCE S58°47'11"W, A DISTANCE OF 47.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3642.50 SQ.FT. MORE OR LESS.



CASS STREET

EXHIBIT "B"

Declaration of Access Easement and Restrictions
Cass Street, L.L.C., Grantor
Dial "Q" Street, L.P., Grantee
Dated: _____

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|------------|------------------|--|-----------|------|----|--------------------|
| SHEET 1 | DATE JULY '08 | PROJECT PERMANENT INGRESS EASEMENT | REVISIONS | DATE | BY | KIRKHAM MICHAEL |
|------------|------------------|--|-----------|------|----|--------------------|