

BETTERMAN KATELMAN & HOTZ  
444 REGENCY PKWY. DR., #302  
OMAHA, NE 68114-3779

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FILED

STATE OF NEBRASKA COUNTY OF WASHINGTON SS 2015  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 31<sup>ST</sup> DAY OF FEBRUARY A.D. 1995  
AT 3:53 O'CLOCK P.M. AND RECORDED IN BOOK  
231 - AT PAGE 158-161-1  
COUNTY CLERK (Charlita L. Feltus)  
DEPUTY (Karen Madson)

95 FEB -3 PM 3:53

CHARLITA L. FELTUS  
WASHINGTON COUNTY CLERK  
PLAT, NEBR.

PERMANENT DRIVEWAY EASEMENT DECLARATION

THIS PERMANENT DRIVEWAY EASEMENT DECLARATION ("Declaration") is made and entered into by Bryan S. Mick and Kelly S. Mick, husband and wife (collectively, "Declarant"), and is dated February 2<sup>ND</sup>, 1995, for identification purposes.

RECITALS

A. Declarant is the owner of Lot 3, High Point Estates, a Subdivision in Washington County, Nebraska, which real estate is hereinafter referred to as "Lot 3." Declarant is also the owner of Lot 4, High Point Estates, a Subdivision in Washington County, Nebraska, which real estate is hereinafter referred to as "Lot 4."

B. By this Declaration Declarant desires to grant and reserve permanent ingress and egress driveway easements over the Easement Area (as hereinafter defined) for the mutual benefit of the persons referred to in Section 1 of this Declaration.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, Declarant states as follows:

1. Grant of Easements. Declarant hereby grants and reserves a permanent ingress and egress easement over the following described real property:

Beginning at a point which is the southwest corner of Lot 4 and the northwest corner of Lot 3; thence N 01°57'11" E a distance of 10 feet; thence N 89°10'22" E a distance of 40 feet; thence S 01°57'11" E a distance of 20 feet; thence S 89°10'22" W a distance of 40 feet; thence N 01°57'11" E a distance of ten feet to the point of beginning,

which real property is outlined in red on Exhibit "A" attached hereto and incorporated herein by reference, and which will sometimes hereinafter be referred to as the "Easement Area". Such ingress and egress easements are made for the mutual benefit of, and the Easement Area may be used perpetually by, Declarant, the subsequent owners of Lots 3 and 4, and the tenants, employees,

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invitees, visitors, licensees, customers, assigns and successors of Declarant and the subsequent owners of Lots 3 and 4.

2. Road Construction and Maintenance of Easement Area. After conveyance by the Declarant of one or both of Lots 3 and 4 and at the request of a grantee of such Lot, the owners of Lots 3 and 4 shall construct a gravel road, the location of which to be determined by mutual agreement of such owners, at their sole expense on the Easement Area. The costs of construction of such gravel road and of any reasonable and necessary repair and maintenance of the gravel road shall be divided between the then owners of Lots 3 and 4 equally. The construction, repairs and maintenance to be undertaken and performed under this Declaration shall include, but not be limited to, the following: initial grading and gravel placement, culvert placement, if any, and adding gravel to the gravel road; grading the gravel road; removing of snow or any other obstructions from the gravel road; filling chuckholes; and spraying calcium chloride or other dust-controlling chemicals. Repairs or maintenance shall not be undertaken under this Declaration except with the prior, express, and written consent of both owners of Lots 3 and 4. Both owners must advance their proportionate share of the total cost of the initial construction, additional repairs or maintenance within ten (10) days following completion of the initial construction, repairs or maintenance, receipt of an invoice for the same, and written notice by the owner of Lot 3 to the owner of Lot 4 of the nature and total cost of such construction, repair or maintenance. The funds shall be advanced to the owner of Lot 3 to be held in trust for payment of any and all such invoices. If either of the owners of Lots 3 and 4 fail to advance their proportionate share of the cost of the construction, additional repairs or maintenance within ten (10) days after receipt of said notice, then the unpaid amount shall be a lien against that owner's Lot, or at the sole option of the other said owner, such owner may decide that the additional maintenance or repairs will not be undertaken. Notice of the lien and its amount shall be filed with the Washington County Register of Deeds by the owner of the Lot willing to pay such invoice or invoices, and said lien may be enforced either at law or in equity; provided, however, that such lien shall at all times be inferior, subject and subordinate to any purchase money, home equity or construction financing evidenced by a mortgage or deed of trust filed and indexed against the Lot subject to such lien.

3. Use of Easement Area. The Easement Area shall not be used for any other purpose or use, other than for ingress and egress purposes. Snowmobiling, any other recreational use, or any other use of the Easement Area is strictly prohibited. Neither the owners of Lots 3 or 4 nor their heirs, personal representatives, successors, or assigns, nor any person using the Easement Area shall use the Easement Area or leave any vehicle or anything else on the Easement Area so as to prevent the free and uninterrupted flow of

traffic and use of the Easement Area by any other party(ies) benefited by the easements granted and reserved herein.

4. Limited Declarant Responsibility. Except as created under this Declaration by virtue of being an owner of either of Lots 3 and 4, Declarant, other than as otherwise set forth in this Declaration, shall in no way be bound to construct, repair or maintain the gravel road in the Easement Area; nor does the Declarant assume any liability or responsibility for personal injury or property damage to the successors-in-interest of Lots 3 and 4, their successors or assigns, or any person using the Easement Area, by invitation or otherwise.

5. Release or Amendment of Easements. The easements granted and reserved in this Declaration may be released or amended at any time by appropriate agreement for that purpose entered into by all of the title holders of Lots 3 and 4 and all mortgagees or beneficiaries holding mortgages or deeds of trust, as the case may be, on Lots 3 and 4. Any such agreement shall be duly executed, acknowledged and filed for record in the office of the Washington County, Nebraska Register of Deeds.

6. Binding Effect. The obligations and agreements contained in, and the easements granted by, this Declaration shall be covenants and easements running with the land and shall be binding upon and inure to the benefit of the Declarant and Declarant's successors and assigns.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the date set forth above.

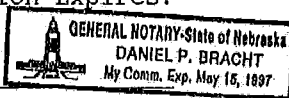
Bryan S. Mick  
Bryan S. Mick, Declarant  
Kelly S. Mick  
Kelly S. Mick, Declarant

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 2nd day of February, 1995, by Bryan S. Mick.

Daniel P. Bracht  
Notary Public

My Commission Expires:



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STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 2nd  
day of February, 1995, by Kelly S. Mick.

Daniel P. Bracht  
Notary Public

My Commission Expires:



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661-A

# HIGH POINT

A SUBDIVISION OF TAX  
TOWNSHIP 18 NORTH, RANGE  
P. M., WASHINGTON COUNTY

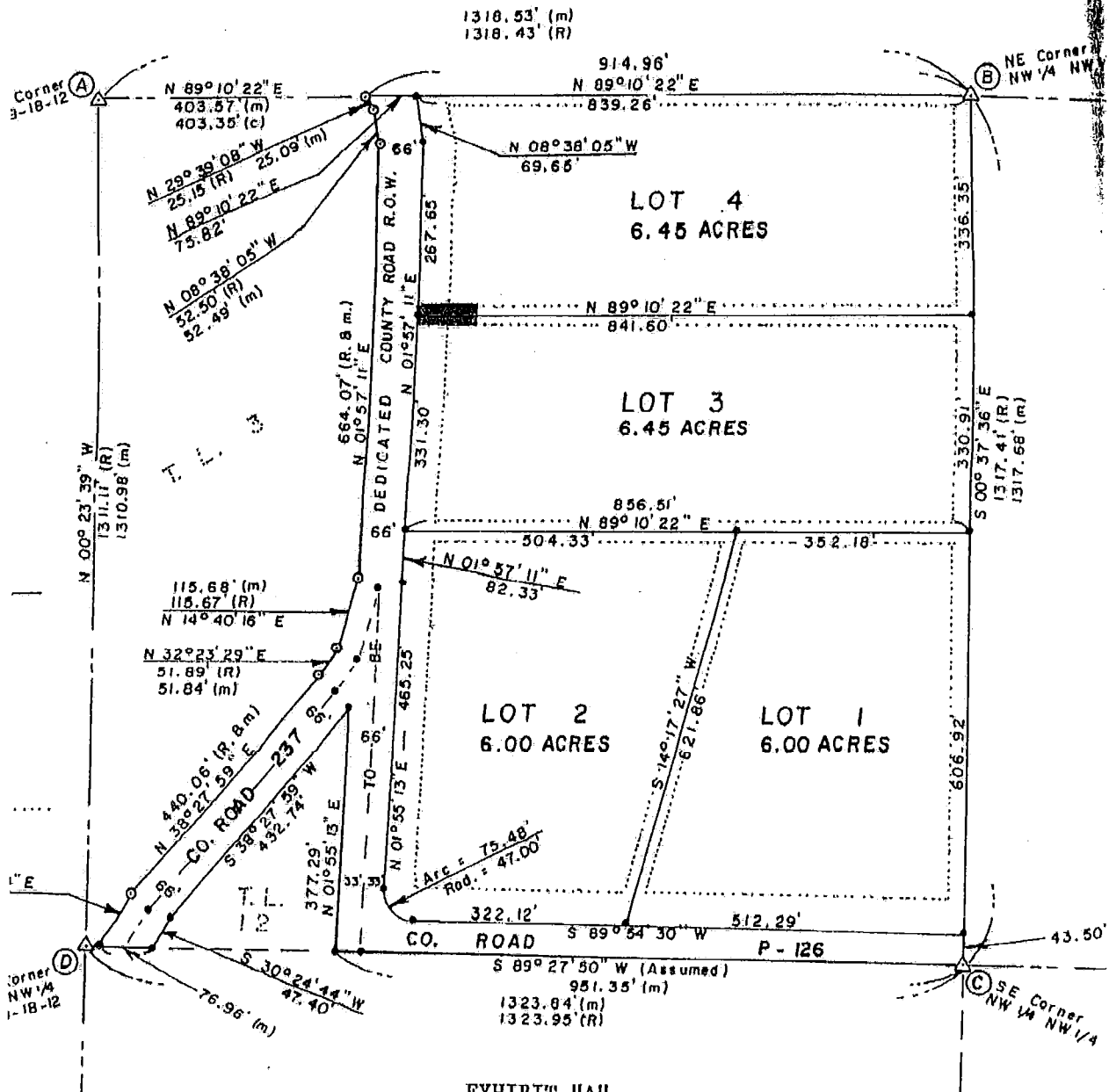


EXHIBIT "A"

661-A