



BK 0909 PG 708



MISC 1990 00425

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DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS is made as of the _____ day of December, 1989, by NP 2 LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as the "Declarant."

RECITALS:

A. Declarant is the fee title owner and developer of Lot 2, North Park Replat I, a subdivision as platted and recorded in Douglas County, Nebraska, which hereinafter is referred to as the "Premises."

B. For the purpose of developing the Premises, Declarant is dividing the Premises into "Parcel 1" and "Parcel 2" which are legally described on Exhibit "A" attached hereto and incorporated herein by this reference. Parcel 1 and Parcel 2 adjoin and abut each other as shown on the site plan attached hereto as Exhibit "B" and incorporated herein by this reference.

C. Declarant desires to establish cross easements with respect to the parking areas, sidewalks, roadways, and entrances and exits from and to Grant Street and 117th Avenue which are located from time to time upon the Premises and to make certain other covenants as hereinafter more specifically set forth.

NOW, THEREFORE, there are hereby created, declared, and established in the Premises the following easements and covenants upon all or any portion of the Premises, which easements and covenants shall run with the land and shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Premises or any part thereof.

1. There hereby is reserved in favor of the owners of Parcel 1 from time to time, their assigns, tenants, employees, agents, customers and invitees, and the customers, employees and invitees of such tenants, the non-exclusive easement to use, free of charge, in common with others entitled to similar use, any access road to 117th Avenue from Parcel 2 for purposes of ingress and egress.

2. There hereby is reserved in favor of the owners of Parcel 2 from time to time, their assigns, tenants, employees, agents, customers and invitees, and the customers, employees and invitees of such tenants, the non-exclusive easement to use, free of charge, in common with others entitled to similar use, any access roads to 117th Avenue and Grant Street from Parcel 1 for purposes of ingress and egress.

3. The owners of Parcel 1 and Parcel 2 from time to time shall not obstruct, impede, or interfere, one with the other, in the reasonable use of the access roads referred to in Paragraphs 1 and 2 above (the "Access Roads") for the purpose of ingress and egress to and from the respective properties.

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OF MC COMP _____ F/B MC-27547

4. The owners of Parcel 1 shall maintain and keep in good repair, or cause to be maintained and kept in good repair, free and clear of ice, snow, rubbish, debris, and obstructions of every kind, the portion of the Access Roads on Parcel 1. The owners of Parcel 2 shall maintain and keep in good repair, or cause to be maintained and kept in good repair, free and clear of ice, snow, rubbish, debris, and obstructions of every kind, the portion of the Access Roads on Parcel 2.

5. There hereby is reserved in favor of the owners of Parcel 1 from time to time, their assigns, tenants, employees, agents, customers and invitees, and the customers, employees and invitees of such tenants, a non-exclusive easement to use, free of charge, in common with others entitled to similar use, any and all of the parking areas, sidewalks, and driveways existing from time to time on Parcel 2, subject to such reasonable and uniformly applied rules and regulations as the owners of Parcel 2 may establish from time to time with respect to such use.

6. There hereby is reserved in favor of the owners of Parcel 2 from time to time, their assigns, tenants, employees, agents, customers and invitees, and the customers, employees and invitees of such tenants, a non-exclusive easement to use, free of charge, in common with others entitled to similar use, any and all of the parking areas, sidewalks, and driveways existing from time to time on Parcel 1, subject to such reasonable and uniformly applied rules and regulations as the owners of Parcel 1 may establish from time to time with respect to such use.

7. Nothing contained in this Declaration will be deemed to be a gift or dedication of any portion of the Premises to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Declarant that this Declaration will be strictly limited to the purposes expressed herein.

8. The terms and provisions contained in this Declaration shall be binding upon and inure to the benefit of the owners from time to time of Parcel 1 and Parcel 2 and their respective heirs, successors, personal representatives, and assigns. Each tenant of any portion of the Premises shall be subject to this Declaration, but no tenant shall take any rights hereunder or be deemed to be a third party beneficiary hereof.

9. This Declaration may not be modified in any respect whatsoever or rescinded, in whole or in part, except with the consent of the then owners of Parcel 1 and Parcel 2 and then only by written instrument duly executed and acknowledged by such owners and duly recorded in the Office of the Register of Deeds of Douglas County, Nebraska. Except as provided herein, the duration of this


Declaration shall be for as long as is necessary to carry out the intent and purposes of this Declaration.

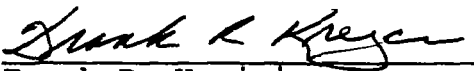
IN WITNESS WHEREOF, Declarant has caused this Declaration of Easements to be executed as of the day and year first above written.

DECLARANT:

NP 2 LIMITED PARTNERSHIP, a
Nebraska Limited Partnership

By: KV NORTH PARK LIMITED
PARTNERSHIP, a Nebraska
Limited Partnership,
General Partner

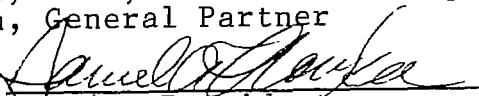
By: 
George Venteicher,
General Partner

By: 
Frank R. Krejci,
General Partner

By: KV INTERNATIONAL, INC.,
a Nebraska corporation,
General Partner

By: 
George Venteicher,
President

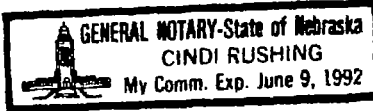
By: WSCR, INC., a Minnesota corpora-
tion, General Partner

BY: 
Vice President

ACKNOWLEDGEMENTS

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 29th day of December, 1989, by George Venteicher and Frank R. Krejci as general partners of KV North Park Limited Partnership, a Nebraska limited partnership, on behalf of such limited partnership, as general partner of NP 2 Limited Partnership, a Nebraska limited partnership.



Cindi Rushing
 Notary Public

My Commission Expires:

6-9-92

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 29th day of December, 1989, by George Venteicher, President of KV International, Inc., a Nebraska corporation, on behalf of the corporation, as general partner of KV North Park Limited Partnership, a Nebraska limited partnership, as general partner of NP 2 Limited Partnership, a Nebraska limited partnership.



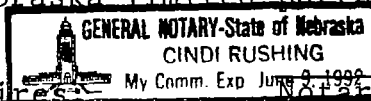
Cindi Rushing
 Notary Public

My Commission Expires:

6-9-92

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 29th day of December, 1989, by Daniel A. Markee, Vice President of WSCR, Inc., a Minnesota corporation, on behalf of the corporation, as general partner of KV North Park Limited Partnership, a Nebraska limited partnership, as general partner of NP 2 Limited Partnership, a Nebraska limited partnership.



My Commission Expires 6-9-92 Cindi Rushing
 Notary Public

EXHIBIT A

Parcel 1

LEGAL DESCRIPTION

A tract of land being part of Lot 2, North Park Replat 1, a subdivision as platted and recorded in Douglas County, Nebraska. Said tract of land is more particularly described as follows:

Commencing at the Southwesterly corner of said Lot 2, said point also lying on the Easterly R.O.W. line of 120th Street; thence N00°00'00"E (Platted Bearing) along said R.O.W. line of 120th Street a distance of 233.84 feet to the true Point of Beginning; thence continuing N00°00'00"E along said R.O.W. line a distance of 457.98 feet to a point of curvature; thence Northeasterly along said R.O.W. line on a curve to the right, said curve having a radius of 27.00 feet, a chord of 38.18 feet bearing N45°00'00"E, an arc length of 42.41 feet to a point on the Southerly R.O.W. line of Grant Street; thence N90°00'00"E along said R.O.W. line of Grant Street a distance of 53.00 feet to a point; thence S00°00'00"E along the Westerly line of Lot 1 of said North Park Replat 1, a distance of 25.00 feet to a point; thence continuing S45°00'00"W along said Westerly line of Lot 1 a distance of 70.71 feet to a point; thence continuing S00°00'00"E along said Westerly line of Lot 1 a distance of 156.25 feet to a point, said point also being the Southwesterly corner of said Lot 1; thence N90°00'00"E along the Southerly line of said Lot 1 a distance of 200.00 feet to a point, said point also being the Southeastery corner of said Lot 1; thence N00°00'00"W along the Easterly line of said Lot 1 a distance of 222.14 feet to a point on the Southerly R.O.W. of Grant Street; thence Southeastery along said R.O.W. line on a curve to the right, said curve having a radius of 299.32 feet, a chord of 9.56 feet bearing S74°54'56"E, an arc length of 9.56 feet to a point of tangency; thence S74°00'00"E along said R.O.W. line of Grant Street a distance of 190.00 feet to a point of curvature; thence Southeastery along said R.O.W. line of Grant Street on a curve to the left, said curve having a radius of 1847.23 feet, a chord of 182.25 feet bearing S76°49'40"E, an arc length of 182.32 feet to a point of tangency; thence S79°39'19"E along said R.O.W. line a distance of 2.09 feet to a point of curvature; thence Southeastery on a curve to the right, said curve having a radius of 17.00 feet, a chord of 23.87 feet bearing S35°04'26"E, an arc length of 26.46 feet to a point of reverse curvature, said point also being on the Westerly R.O.W. line of 117th Avenue; thence Southerly along said R.O.W. line on a curve to the left, said curve having a radius of 2856.07 feet, a chord of 361.48 feet bearing S5°52'44"W, an arc length of 361.72 feet to a point; thence S90°00'00"W a distance of 578.07 feet to the Point of Beginning; said tract of land containing 5.104 acres more or less.

EXHIBIT A CONTINUED

Parcel 2

LEGAL DESCRIPTION

A tract of land being part of Lot 2, North Park Replat I, a subdivision as platted and recorded in Douglas County, Nebraska. Said tract of land is more particularly described as follows:

Beginning at the Southwesterly corner of said Lot 2, said point also being on the Easterly R.O.W. line of 120th Street; thence N00°00'00"E (Platted Bearing) along said R.O.W. line a distance of 233.84 feet to a point; thence S90°00'00"E a distance of 578.07 feet to a point on the Westerly R.O.W. line of 117th Avenue; thence Southerly along said R.O.W. line on a curve to the left, said curve having a radius of 2856.07 feet, a chord of 81.58 feet bearing S1°25'57"W, an arc length of 81.59 feet to a point, said point also being the Northeasterly corner of Lot 3, North Park Replat I; thence S89°58'19"W along the Northerly line of said Lot 3 a distance of 170.18 feet to a point, said point also being the Northwestern corner of said Lot 3; thence S00°01'41"E along the westerly line of said Lot 3 a distance of 275.00 feet to a point, said point also being the Southeasterly corner of said Lot 2; thence S89°58'19"W along the Southerly line of said Lot 2 a distance of 255.99 feet to a point; thence N00°00'00"E a distance of 123.00 feet to a point; thence S89°58'19"W a distance of 150.00 feet to the Point of Beginning, said tract of land containing 3.221 acres more or less.

Parcel 1 -



Parcel 2 -

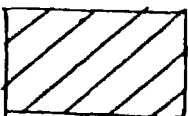
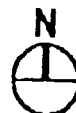


EXHIBIT B

NORTH PARK REPLAT I



SCALE 1" = 100'

LEGEND

- CORNER FOUND
 ○ CORNER SET
 P.P. 1" PINCHED PIPE

