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GEORGE J. DUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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Re: Lots 3 and 4
Hillsborough Replat I

ROADWAY DECLARATION

Maple Joint Venture, a Nebraska General Partnership, hereby establishes the following easements, covenants and restrictions.

PRELIMINARY STATEMENT

Maple Joint Venture, a Nebraska General Partnership ("Declarant"), is the record owner of Lots 3 and 4, Hillsborough Replat I, a subdivision in Douglas County, Nebraska, and as surveyed, platted and recorded (collectively the "Parcels").

Pursuant to (i) a Declaration dated November 20, 1992 and recorded at Book 1051, Page 592 and as amended by First Amendment to Declaration dated May 4, 1993, and recorded at Book 1071, Page 269, both in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, and (ii) a Declaration dated September 10, 1993 and recorded at Book 1096, Page 146-154 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (hereinafter collectively referred to as the "Declarations"), Declarant provided nonexclusive access easements over portions of the Parcels to 135th Drive and 138th Street, respectively, for vehicular traffic and access to and from such public and private drives and streets and West Maple Road.

Declarant desires to establish a permanent easement for a private roadway traversing certain portions of the Parcels for the purpose of (i) connecting the access easements established in the Declarations, and (ii) providing vehicular access, ingress and egress and passage between, over and among the access easements established in the Declarations and in this Declaration and adjacent public and private drives and streets and West Maple Road (the "Roadway").

Record against
~~7/1/93~~
1, 2, 3, 4, 12

TERMS AND CONDITIONS

In consideration of the foregoing Preliminary Statement, which by this reference is repeated and incorporated in this portion of this Declaration in its entirety, and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby establishes the following easements, covenants, and restrictions.

1. Definitions. The terms in this Section 1 shall have the following meanings:

1.1 Owner. The term "Owner" shall mean any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental agency or other business entity now or hereafter holding of record an ownership interest in fee in a portion or all of a Parcel.

1.2 Parcel. The term "Parcel" shall mean or refer to any of the following platted lots: Lots 3 and 4, Hillsborough Replat I, a subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska. The term "Parcels" shall mean all of the platted lots identified in this subsection 1.2. From time to time reference to one or more of such Parcels will be made in this Declaration by its lot number.

1.3 Permittees. The term "Permittees" shall mean (i) the respective Owners of the Property and their respective successors, assigns, heirs, and personal representatives, (ii) such Owners' agents, customers, invitees, licensees, employees, servants, and contractors, (iii) such Owners' tenants and subtenants and their respective customers, invitees, employees, servants, licensees, contractors, and agents, and (iv) such Owners' land contract purchasers, mortgagees and beneficiaries under deeds of trust.

1.4 Property. The term "Property" shall mean or refer to any of the following platted lots: Lots 1, 2, 3, 4 and 5, Hillsborough Replat I, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. The term "Properties" shall mean all of the platted lots identified in this subsection 1.4. From time to time reference to one or more of such Properties will be made in this Declaration by its lot number.

2. Easements and Restrictions. The Declarant hereby grants and establishes the following easements and restrictions:

2.1 Easement Grant. The Declarant hereby grants to the Permittees of the Properties: (a) a nonexclusive perpetual easement over and upon the Roadway located on the Parcels for the purpose of (i) connecting the access easements established in the Declarations, and (ii) providing vehicular access, ingress, egress, passage and traffic between and among the Properties and the

adjacent public and private drives and streets; and (b) a nonexclusive perpetual easement over and upon the access easements established in and pursuant to the terms of the Declarations. The Roadway is depicted and cross hatched on Exhibit "A" attached to this Declaration. Notwithstanding the foregoing, in order to accommodate and facilitate the orderly development of the Parcels and the construction of improvements on the Parcels, except for the portion of the Roadway adjoining Lots 2 and 5, the Roadway may be relocated to accommodate buildings, improvements, parking spaces, aisles, and internal drives installed on Lots 3 and 4, all as reasonably determined by the Owner of the portion of the Roadway to be relocated and with the prior written consent of the Declarant or its designee; provided however, in no event shall such relocation unreasonably interfere with the continuity of or flow of traffic on the Roadway or the intent of the Declarant that the Roadway provide reasonably direct access between 138th Street and 135th Drive and West Maple Road.

2.2 Use of Roadway. Subject to the reasonable rules and regulations adopted for the use of each Parcel by the Owner thereof, the use of all easements created by this Declaration will be, in each instance, nonexclusive and for the use and benefit of the Permittees to whom such easements were granted. Each Owner specifically reserves the right, at any time and from time to time, to promulgate such rules and regulations applicable to the Owner's Parcel as might be reasonably imposed but in all cases consistently applied and uniformly enforced to promote the health, safety, welfare and security of such Parcel, the improvements located thereon, and the Owner's tenants and subtenants and their customers. Each Owner may, at any time and from time to time, remove, exclude and restrain any person from the use, occupancy or enjoyment of any easement hereby created or the area covered thereby for failure to observe the reasonable rules and regulations established as permitted herein.

Nothing in this Declaration shall be interpreted to permit nor shall the Owner of any Parcel impose any charge or cost for the use of any easement area situated on such Parcel.

Nothing in this Declaration shall be interpreted to preclude the installation by the Owners of the Parcels, with the prior written consent of the Declarant or its designee of speed bumps or traffic or speed control devices on the Roadway, except for the portion of the Roadway adjoining Lots 2 and 5, for the purpose of providing reasonable speed and traffic control.

2.3 Maintenance of Roadway. Except as otherwise specifically provided in this Declaration, the Owner of each Burdened Tract will operate, maintain and replace all of the areas of the Burdened Tract which are subject to the vehicular and pedestrian easements created in this Declaration in sound structural and operating condition at the sole expense of the Owner of the Burdened Tract.

Such repairs, replacements and maintenance shall include, but shall not be limited to:

(a) maintenance, repair and replacement of the surface and subsurface of the drives so as to maintain level, smooth and evenly covered drives with the type of materials originally installed or used thereon or such substitutes as will in all material respects be equal to such materials in quality, appearance, use and durability; and

(b) removal from such drives of papers, debris, ice, snow, refuse, filth and any hazards to persons using such drives, and washing or thoroughly sweeping paved areas as required to keep the area in a clean and orderly condition.

3. Eminent Domain. Nothing herein shall be construed to give a Property Owner any interest in any award or payment made to any other Owner in connection with any exercise of eminent domain or transfer in lieu thereof affecting another Owner's Property or granting the public or any government any rights in such Property. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of an easement area, the award attributable to such easement area shall be payable only to the Owner thereof, and no claim thereon shall be made by the Permittees of any other Property.

4. Rights and Obligations of Lenders. If by virtue of any right or obligation set forth herein a lien shall be placed upon any Property, such lien shall expressly be subordinate and inferior to the lien of any first lienholder now or hereafter placed on such Property. Except as set forth in the preceding sentence, however, any holder of a first lien on any Property, and any assignee or successor in interest of such first lienholder, shall be subject to the terms and conditions of this Declaration.

5. Release from Liability. Any person acquiring fee or leasehold title to any of the Properties shall be bound by this Declaration only as to the Property or portion of the Property acquired by such person. In addition, such person shall be bound by this Declaration only during the period for which such person is the fee or leasehold owner of such Property or portion thereof and shall be responsible for all obligations and liabilities which accrue during such period. Although persons may be released under this Section 5, the easements, covenants, and restrictions in this Declaration shall continue to be, as provided herein, benefits to and servitudes upon such Property or Properties, running with the land.

6. Breach. In the event of the breach or threatened breach of this Declaration, any or all of the Owners of the Property adversely affected by such breach or threatened breach shall be

entitled to institute proceedings for full and adequate relief from the consequences of such breach or threatened breach. The unsuccessful party in any action shall indemnify the prevailing party from all reasonable attorney's fees and other reasonable costs and expenses incurred by the prevailing party.

No breach of this Declaration will entitle any Owner of the Parcels to cancel, rescind or otherwise terminate this Declaration.

7. Legal Effect. Each of the easements and rights created by this Declaration are appurtenant to the Parcel to which they relate and may not be transferred, assigned or encumbered except as an appurtenance to such Parcel. For the purpose of each such easement and right, the Benefited Tract will constitute the dominant estate and the Burdened Tract will constitute the servient estate. Each easement or covenant contained in this Declaration: (a) is made for the direct, mutual and reciprocal benefit of the Properties to whom easements have been granted in this Declaration; (b) creates equitable servitudes on the Parcels upon which easements have been granted in favor of other Properties; (c) constitutes a covenant running with the land; (d) binds every owner now having or hereafter acquiring an interest in a Property; and (e) will inure to the benefit of and be binding upon the owners of the Properties and their respective successors, assigns, mortgagees and beneficiaries under deeds of trust.

Upon the conveyance of all or any part of a Property, the grantee, by accepting such conveyance will thereby become a new party to and be bound by this Declaration and will be deemed to have assumed and agreed to perform each of the obligations of the conveying Owner under this Declaration with respect to the Property or portion thereof conveyed to such grantee. Upon recordation of such conveyance with the Register of Deeds of Douglas County, Nebraska, the conveying owner will be released from any obligation under this Declaration arising thereafter with respect to the portion of the Parcel so conveyed but will remain responsible for any and all liability which has accrued prior to such recordation.

8. No Dedication. Nothing contained in this Declaration will be deemed to constitute a gift, grant or dedication of any portion of a Parcel to the general public or for any public purpose whatsoever, it being the intention of the Declarant that this Declaration will be strictly limited, in accordance with the terms hereof, to the private use of the Permittees of each Property to whom easements have been granted in this Declaration. Except as otherwise specifically provided herein, this Declaration is intended to benefit the owners and their respective successors, assigns, mortgagees and beneficiaries under deeds of trust and is not intended to constitute any person or entity which are not Permittees of Parcels to whom easements and other rights have been granted in this Declaration a third party beneficiary hereunder or to give any such person or entity any rights hereunder.

9. Duration; Amendment; Termination.

9.1 Duration. Unless otherwise modified, terminated, or extended as permitted in this Section 9 or in this Declaration, the easements, rights, obligations, covenants and restrictions contained in this Declaration shall continue in perpetuity.

9.2 Amendment and Termination. Except as provided below, this Declaration and any provision herein contained may be terminated, extended, or amended as to any Parcel only with the express written consent of all of the Owners of Parcels 2, 3, 4 and 5 and the Declarant or its designee. No amendment, modification, extension or termination of this Declaration will be effective against any mortgagee or beneficiary under a deed of trust subsequent to such mortgagee's or beneficiary's acquiring title to a portion or all of a Parcel by foreclosure, unless such mortgagee or beneficiary has so consented in writing. No tenant, licensee or other person having only a possessory interest in a Parcel is required to join in the execution of or consent to any action of the Owner of such Parcel taken pursuant to this Declaration.

10. Miscellaneous.

10.1 Notices. All notices, statements, demands, approvals and other communications given pursuant to this Declaration will be in writing and will be delivered in person, by certified or registered mail, postage prepaid, or by recognized courier service to the owners of the Properties affected at the addresses on file with the office of the Douglas County Assessor for delivery of ad valorem tax statements relating to their respective Properties. All such notices which are mailed shall be deemed delivered on the third day after postmark unless delivered sooner.

10.2 Waiver of Default. No waiver of any default by any Owner will be implied from the failure by any other Owner to take any action in respect of such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Declaration will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any Owner will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights and remedies provided by this Declaration are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any Owner might otherwise have by virtue of a default under this Declaration; and the exercise of any right or remedy by any Owner will not impair such Owner's standing to exercise any other right or remedy.

10.3 No Partnership. Nothing contained in this Declaration and no action by the Owner of a Property will be deemed or construed by any Owner or by any third person to create the relationship of principal and agent, or a partnership, or a joint venture, or any association between or among any of the Owners of any of the Properties.

10.4 Severability. If any provision of this Declaration is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Declaration (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Declaration will be valid and enforceable to the fullest extent permitted by law.

10.5 Governing Law. This Declaration will be construed in accordance with the laws of the State of Nebraska.

10.6 Captions. The captions of the paragraphs of this Declaration are for convenience only and are not intended to affect or limit the interpretation or construction of the provisions herein contained.

10.7 Time. Except as otherwise provided in this Declaration, time is of the essence.

10.8 Estoppel Certificates. The Owner of any Parcel shall, from time to time upon not less than twenty (20) days written notice from any other owner, execute and deliver to such other Owner a certificate in recordable form stating that this Declaration is unmodified and in full force and effect or if modified, indicating the modifications, and stating whether or not, to the best of its knowledge, any owner is in default under the Declaration and if so, specifying such default.

10.9 Notice of Default to Mortgage. Any Owner serving notice of default under this Declaration shall provide written notice of such default in the manner permitted in this Declaration to any holder of any mortgage or beneficiary under any deed of trust covering the Property of the Owner allegedly in default provided such holder or beneficiary shall have provided the Owner responsible for serving such notice of default a written notice informing it of the existence of such mortgage or deed of trust and the address to which notices of default are to be sent.

10.10 Merger. This Declaration and the easements and rights created herein shall not be subject to the doctrine of Merger.

10.11 Binding Effect. The provisions of this Declaration will be binding on the Owners of the Properties and their respective successors, assigns, heirs, personal representatives,

mortgagees, and beneficiaries under deeds of trust to the extent herein provided.

10.12 Consent by Lot 12 Owner. If and to the extent the consent and agreement of the Owner of Lot 12, Hillsborough Replat I, is required with respect to the Roadway easements established in this Declaration, Declarant, as the Owner of Lot 12, Hillsborough Replat I, hereby consents to the establishment of such Roadway easements. Additionally, for the purpose of providing access to 135th Drive (as defined in the Declaration recorded in Book 1051, Page 592 and amended in Book 1071, Page 269) at the southern most approved entrance-exit situated on Lot 4, and ingress, egress and access to, over and upon such 135th Drive, Declarant as Owner of such Lot 12 hereby grants and establishes a non-exclusive perpetual easement in favor of the respective Permittees of the Properties over 135th Drive and the portion, if any, of Lot 12 which is the width of such southern most approved entrance-exit situated on Lot 4 and which lies between such entrance-exit and 135th Drive.

Dated as of September 10, 1993.

MAPLE JOINT VENTURE, a
Nebraska General Partnership

By: Venture-50, Inc., a
Nebraska Corporation

Partner

By Daryl E. Wikoff, V.P.
Daryl E. Wikoff, Vice President

By: Lerner Maple Partnership, a
Nebraska General Partnership

Partner

By Jay R. Lerner
Jay R. Lerner, Partner

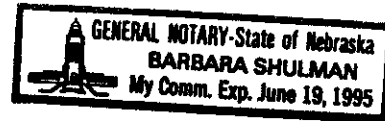
By Salvadore Carta
Salvadore Carta, Partner

ACKNOWLEDGMENTS

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27th day of ~~September~~ ^{August}, 1993, by Daryl E. Wikoff, Vice-President of Venture-50, Inc., a Nebraska Corporation, Partner of Maple Joint Venture, a Nebraska General Partnership, on behalf of such Partnership.

Barbara Shulman
 Notary Public



STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9th day of September, 1993, by Jay R. Lerner, Partner of Lerner Maple Partnership a Nebraska General Partnership, Partner of Maple Joint Venture, a Nebraska General Partnership, on behalf of such Partnership.

Barbara Shulman
 Notary Public



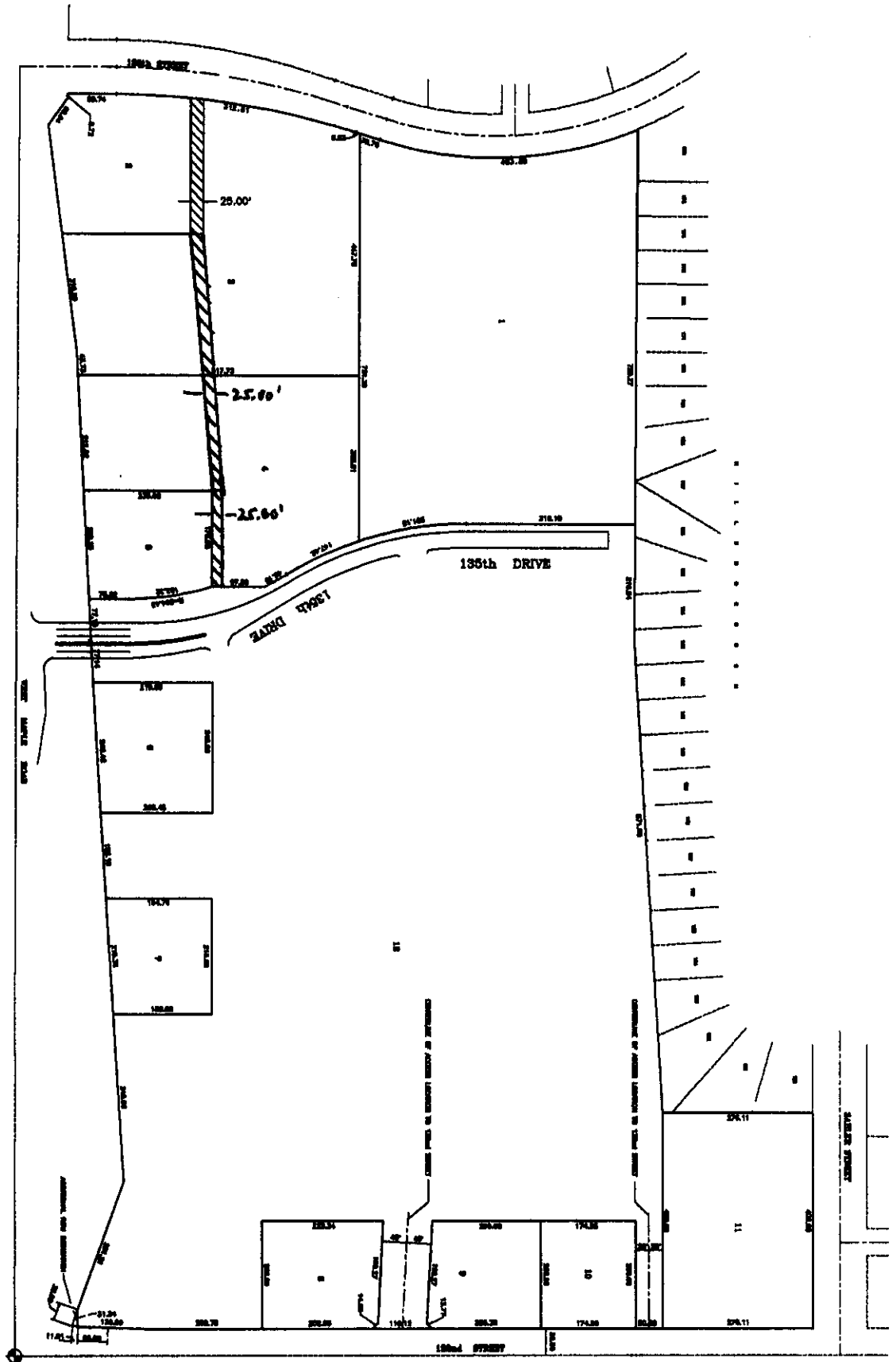
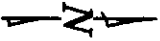
STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9th day of September, 1993, by Salvadore Carta, Partner of Lerner Maple Partnership, a Nebraska General Partnership, Partner of Maple Joint Venture, a Nebraska General Partnership, on behalf of such Partnership.

Barbara Shulman
 Notary Public



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SCALE IN FEET



172-121
EXHIBIT D.W.G.



2 THOMPSON, DREESSEN & DÖRNER
Consulting Engineers & Land Surveyors
1800 E. 3rd Ave. S.
Duluth, MN 55804
(612) 226-8000

EXHIBIT "A"

Scale:	AS SHOWN
Date:	11-25-92
Drawn by:	RAM
Checked by:	
Reviewed:	