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RECORDS OF DEEDS
DOUGLAS COUNTY, NEB.

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DECLARATION OF STORM SEWER EASEMENT

This Declaration of Storm Sewer Easement is made this 19th day of June, 2001 (hereinafter referred to as the "Effective Date"), by HD Investments, L.L.C., an Oklahoma limited liability company ("Declarant").

RECITALS:

WHEREAS, Declarant is the lawful owner of Lots 1 and 2, Commercial Federal Business Park Replat 2, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, by virtue of the recording of this Declaration of Storm Sewer Easement (the "Declaration"), the above legally described real property (hereinafter referred to individually as a "Lot" or as "Lot 1" or "Lot 2" and collectively as the "Lots") shall be owned, held, transferred, sold, conveyed, used and occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration and every grantee of any interest in any said Lot, by acceptance of a deed or other conveyance of such interest, and every person or entity owning an interest in any portion of any said Lot, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Declaration and shall be deemed to have consented to the terms hereof;

WHEREAS, Declarant desires to establish for its own benefit and for the mutual benefit of all future owners, occupants and mortgagees of the Lots a permanent easement for the construction and maintenance of storm sewers to serve the Lots; and

NOW, THEREFORE, Declarant hereby grants and imposes the following easements, covenants and restrictions against the Lots which shall be for the benefit or burden, as the case may be, of all future owners, occupants and mortgagees of the Lots.

1. **Storm Sewer Easement.** Declarant hereby grants to the owner of each Lot, their successors and assigns, a permanent easement for the construction, maintenance, operation, and use of storm sewers over and upon those portions of the Lots described on Exhibits "A" and "B" attached hereto (the "Easement Area"). No buildings or other improvements shall be permitted within the Easement Area, except for drive and parking improvements and landscaping. Except for the inlets to the sewers, the sewers shall be constructed under the surface of the Easement

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Area.

2. **Nature of Easement.** The rights herein granted to any person or entity, or anyone claiming under them, shall terminate and expire at such time as such person or entity ceases to be an owner or mortgagee of a Lot or Lots or any portion thereof, as the case may be, and such rights shall thereafter be held by the new owner or mortgagee, or anyone claiming under them. The foreclosure of any mortgage covering all or a portion of a Lot or Lots shall in no way affect or diminish any easement granted herein, for all such easements shall remain in full force and effect for the benefit of the grantees described herein. The easements hereby created are not public easements, but are permanent, private easements for the use and benefit of the owners, future owners, occupants and mortgagees. The parties hereto expressly disclaim the creation of any rights in or for the benefit of the public generally. It is understood and agreed that the easements shall continue for so long as a Lot or Lots remain in existence.

3. **Construction of Improvements.** The owner of each Lot shall construct the storm sewer within the Easement Area on their respective Lot in conjunction with the construction of the improvements on their respective Lot in accordance with the plans and specifications prepared by Lamp, Rynearson & Associates, Inc.

4. **Maintenance of Easement.** The owner of each Lot shall maintain, repair, and replace the storm sewer within the Easement Area within its Lot.

5. **Enforcement of Maintenance.** In the event any owner of a Lot, or a portion thereof, shall fail to construct or maintain the storm sewer within the Easement Area on such owner's Lot in a first class condition, then the nondefaulting owner of a Lot shall have the right (but not the obligation) to do so, provided that reasonable notice is provided to the defaulting owner and that the construction or maintenance does not unreasonably interfere with the rights of the parties under this Declaration, and to charge the defaulting party for the actual and reasonable costs and expenditures incurred in performing such construction and/or maintenance, and said Lot owner is hereby granted an easement upon the other Lot for the purpose of performing such construction and/or maintenance.

6. **Effect of Covenants.** Each owner of any portion of the Lots, its successors and assigns, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Declaration or to which this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person or entity having at any time any interest of estate in said property, and shall inure to the benefit of such Lot owners on like manner as though the provisions, terms and restrictions of this Declaration were received and stipulated at length in each and every deed of conveyance.

7. **Waiver.** No covenant, restriction, condition or provision of this Declaration shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

8. **Savings Clause.** The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration herein contained, as the case may be, shall not render the remainder of the Declaration invalid, nor any other part therein contained.

9. **Amendment and Modifications.** This Declaration may be amended by the written consent and agreement of the record owners of the Lots or their successors and assigns. Any such modification or amendment shall be effective when duly recorded in the office of the Register of Deeds in the county in which said property is situated.

10. **Governing Law.** This Declaration shall be construed and governed in accordance with the laws of the State of Nebraska.

EXECUTED this 15th day of June, 2001.

DECLARANT:
HD INVESTMENTS, L.L.C.,
an Oklahoma limited liability company

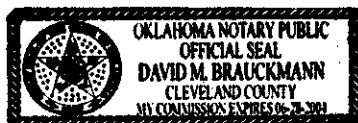
By: [Signature]
Manager

LENDER:
OMAHA STATE BANK

By: [Signature]
Title: SR V.P.

STATE OF OKLAHOMA)
) ss.
COUNTY OF CLEVELAND)

On this 15th day of JUNE, 2001, before me, the undersigned, a Notary Public duly commissioned and qualified for in said county, personally came Har. W. Smith, Manager of HD Investments, L.L.C., an Oklahoma limited liability company, to me personally known to be the person whose name is affixed to the foregoing instrument in that capacity and who acknowledged the same to be his voluntary act and deed on behalf of HD Investments, L.L.C.

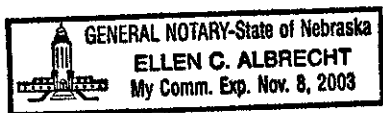


6/28/2004

[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

On this 14th day of June, 2001, before me, the undersigned, a Notary Public duly commissioned and qualified for in said county, personally came C.M. Maher, SE Vice President of Omaha State Bank, to me personally known to be the person whose name is affixed to the foregoing instrument in that capacity and who acknowledged the same to be his voluntary act and deed on behalf of Omaha State Bank.



Ellen Albrecht
Notary Public

When recorded, return to:

Michael D. Matejka
Fitzgerald, Schorr, Barmettler
& Brennan, P.C., L.L.O.
1100 Woodmen Tower
Omaha, NE 68102-2002