

23/11/0

DECLARATION OF PERMANENT EASEMENT

WHEREAS Kensington Park Partnership, a Nebraska General Partnership, is the owner of record of Lots 3 and 4, Kensington Park Subdivision, Lincoln, Lancaster County, Nebraska; and

WHEREAS there is a drainage ditch, partially open and partially enclosed, presently located on aforesaid Lot 4 which drains surface water to the northeast from aforesaid Lot 3, as well as from said Lot 4; and

WHEREAS Kensington Park Partnership, a Nebraska General Partnership, is desirous of creating a perpetual and permanent easement for said drainage for the benefit of Lot 3, Kensington Park Subdivision across aforesaid Lot 4, which easement is more particularly described hereinafter.

NOW THEREFORE in consideration of the benefits that may derive therefrom, and other good and valuable consideration, Kensington Park Partnership, a Nebraska General Partnership, hereby grants, conveys, and creates a drainage easement over, under, and across Lot 4, Kensington Park Subdivision for the benefit of Lot 3, Kensington Park Subdivision, the location of such permanent easement more particularly described as follows:

A 10.00 feet wide drainage easement in Lot 4 of Kensington Park Subdivision, Lincoln, Lancaster County, Nebraska, the centerline of which is more fully described as follows:

Referring to the Southeast Corner of said Lot 4, thence 00 Degrees 01 Minutes 37 Seconds (assumed azimuth), in a Northerly direction, along the East Line of said Lot 4 and the West Right-of-Way Line of South 53rd Street in the City of Lincoln, Nebraska, a distance of 53.76 feet to the POINT OF BEGINNING, thence 270 Degrees 02 Minutes 37 Seconds, in a Westerly direction, a distance of 37.95 feet, thence along a 201.07 feet radius curve to the left, chord bearing 248 Degrees 34 Minutes 03 Seconds in a Southwesterly direction, a chord distance of 147.23 feet to a point on the South Line of said Lot 4, said point being 55.15 feet Westerly from the Northeast Corner of Lot 3, said Kensington Park Subdivision and the POINT OF TERMINATION, and containing a calculated area of 1,886.6 square feet, more or less.

on the express condition that such permanent easement shall be perpetual and permanent and shall run with the land and that the owner of record of Lot 4, Kensington Park Subdivision, and its transferees, assigns and successors shall be responsible at their expense to maintain, construct, reconstruct, and keep in repair and keep open such drainage ditch in its present condition which includes the 18 inch concrete flume, as well as an enclosed drainage tube, presently located therein.

This permanent easement shall be binding upon and inure to the benefit of the owners of record of Lots 3 and 4, Kensington Park Subdivision, their transferees, successors, heirs and assigns, as the case may be.

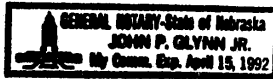
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KENSINGTON PARK PARTNERSHIP,  
A Nebraska General  
Partnership,

By: Kerwin W. Fowler  
Kerwin W. Fowler  
Managing General Partner

STATE OF NEBRASKA )  
                          ) SS  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this  
21st day of October, 1988, by Kerwin W. Fowler,  
Managing General Partner of Kensington Park Partnership, a  
Nebraska General Partnership, on behalf of said general  
partnership.



John P. Glynn Jr.  
Notary Public

\$10.50

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LANCASTER COUNTY, NEBR.  
Dan Gallo  
REGISTER OF DEEDS  
1988 OCT 31 AM 9:15

ENTERED IN  
NUMERICAL INDEX  
FILED FOR RECORD AS:

INST. NO. 88- 33760

ck Rec # 6600  
John Glynn Jr atty  
1201 Lincoln Mall #103  
(28)