



BK 0874 PG 288



MISC 1989 00510

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INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

CROSS EASEMENT GRANT

THIS CROSS EASEMENT GRANT ("Grant") is made and entered into on this 29th day of December, 1988 by DAVID L. UNDERWOOD and LINDA S. UNDERWOOD, husband and wife TIMOTHY J. WURTH and SUZANNE WURTH, husband and wife hereinafter referred to as "Declarant", who are the owners of all of the following described property, to-wit: ("Property")

Lots 1 through 4 Miracle ^{Village} an Addition to the City of Omaha, Douglas County, Nebraska being a tract of land located in the S.W. 1/4 of the S.W. 1/4 of Section 17, Township 15 North, Range 12 East of the 6th P.M. Douglas County, Nebraska, EXCEPT that part of said Lot 2, described on Exhibit "A" hereto attached.

NOW, THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions all such easements, restrictions, covenants and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the described Property or any part thereof, and shall inure to the benefit of each owner thereof.

1. Easements. Declarant hereby grants to the owner or owners of all or any portion of the Property, and to their respective tenants, subtenants, concessionaires, invitees and licensees respective offices, employees, agents, customers, and invitees of each, for the benefit of the other portion or portions of the Property, the non-exclusive right, privilege and easement the use of the common area located on any portion of the Property without payment of any fee or other charge being made therefor. The term common area shall include driveways (including exits and entrances, curbs, and curb outs) access and egress roads, sidewalks and parking areas now located or hereinafter located on Lots 1, 2, 3 and/or 4 of the Property. The owner of any part of the Property agrees that the agents, employees and customers of the other shall have and enjoy a right to travel over, across and upon that portion of the Property being utilized for ingress and egress and shall have and enjoy a right to use, free of charge, all parking areas located on any portion of the Property.

2. Maintenance of Easement Areas. The owner of each Lot or part thereof within the Property shall maintain and keep in good repair, the parking areas and those portions of the Property used for ingress and egress and shall keep such areas striped and clear and free of snow, ice, rubbish and obstructions of every nature. No obstruction shall be erected or permitted

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GEORGE J. OGULEWICZ
REGISTER OF DEEDS
DUBLUQUE COUNTY, NEBR.

FILED

upon any portion of the Property which will in any way interfere with any rights granted by this Grant.

3. Term. This Grant shall continue for a term of thirty-five (35) years from the date these covenants are recorded.

4. Covenants Running with the Land. The easements hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions and covenants running with the land and shall inure to the benefit of and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any part of the Property and all persons claiming under them.

5. Enforcement. Enforcement of these covenants, restrictions and easements, etc., shall be by any proceeding at law or in equity against any person violating or attempting to violate any provision, either to restrain violation, mandate compliance or recover damages; and the failure by any owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6. Severability. Invalidation of any one of these provisions by a judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

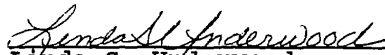
7. Notices. Any notice shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as owner on the records of the Register of Deeds of Douglas County.

8. Construction. The rule of strict construction does not apply to this Grant. This Grant shall be given a reasonable construction so that the intention of the parties is carried out.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the day and year first written above.



David L. Underwood



Lynda S. Underwood

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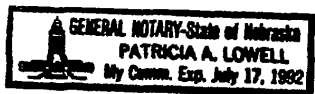
Timothy J. Wirth
 Timothy J. Wirth

Suzanne Wirth
 Suzanne Wirth

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

Before me, the undersigned, a notary public in and for said county and state, on this 29th day of December, 1988, personally appeared DAVID L. UNDERWOOD and LINDA S. UNDERWOOD, husband and wife, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.



Patricia A. Lowell
 Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

Before me, the undersigned, a notary public in and for said county and state, on this 29th day of December, 1988, personally appeared TIMOTHY J. WURTH and SUZANNE WURTH, husband and wife to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.



Patricia A. Lowell
 Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

That part of Lot 2, MIRACLE VILLAGE, an Addition to the City of Omaha, located in the Southwest Quarter of Section 17, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska being described as follows: Beginning at the Southwest corner of Lot 2, Miracle Village, thence N 11°11'45" E, along the East R.O.W. of 120th Street, 137.00 feet; thence S 78°48'15" E, 210.79 feet to a point on the East line of said Lot 2, Miracle Village; thence S 28°13'59" W along said East line, 109.64 feet to the Southeast corner of said Lot 2; thence N 89°00'41" W along the North R.O.W. of Webster Street 181.53 feet to the Point of Beginning.

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GEORGE J. BUGLI, CLERK
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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