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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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AFTER RECORDING RETURN TO:

CROKER HUCK KASHER DeWITT
ANDERSON & GONDERINGER, PC (RJH)
2120 S 72 ST STE 1250
OMAHA NE 68124-2356

DECLARATION OF INGRESS/EGRESS EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

THAT **TBD ENTERPRISES, L.L.C.**, a Nebraska limited liability company, (hereinafter referred to as "Grantor"), for valuable consideration, the receipt of which is hereby acknowledged, does hereby declare and impose the following in favor of Lots 3, 4 and 5, all in Cherry Hills Village, a subdivision in Douglas County, Nebraska (hereafter "Benefited Lots") as shown on Exhibit "A" attached hereto:

A forty-foot wide easement over parts of Lots 3, 4 and 5, Cherry Hills Village, a subdivision in Douglas County, Nebraska, as described and drawn on Exhibit "A" attached hereto and incorporated herein.

The scope and purpose of said easement is to provide access to and from 102nd Avenue for the Benefited Lots.

Grantor, for itself and its successors and assigns, reserves the right to relocate the area of these easements on Lots 3, 4 and 5, provided such relocation provides a continuous driveway over said Lots 3, 4 and 5 providing access to and from 102nd Avenue and fulfills the scope and purpose stated above. Upon the recording of such relocation, the original area of the easement shall be released from the burden of the easement.

Grantor herein, for itself, its successors and assigns, does hereby covenant and agree that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said non-exclusive ingress/egress easements; and Grantor further hereby covenants to warrant and defend said easementways against the lawful claims of all persons whomsoever.

Grantor, for itself and its successors and assigns, agrees to leave these access easement areas free of any fencing or other obstructions, and agrees to maintain them in a reasonable



manner so as to allow vehicular access over them. All costs of maintenance or reconstruction of a hard surface driveway shall be shared one-third each by the Benefited Lots.

This instrument shall be binding on the successors and assigns of the Grantor as to the above-noted lots.

IN WITNESS WHEREOF, the Grantor herein, for itself, its successors and assigns, has caused the due execution hereof as of the 14th day of December, 1999.

TBD ENTERPRISES, L.L.C.

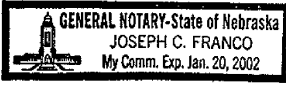
By: [Signature]
Title: Managing Member

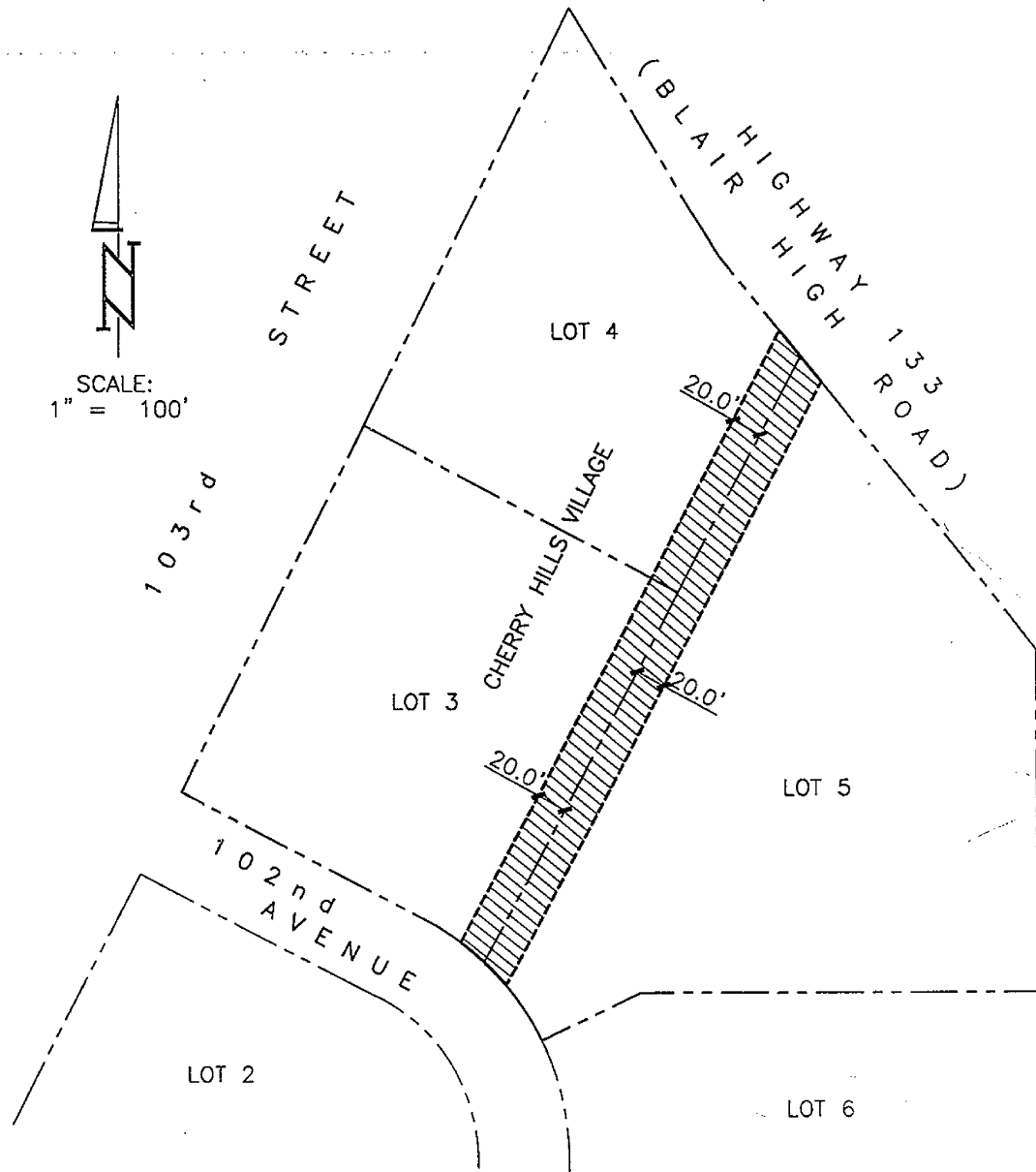
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 14th day of DECEMBER, 1999, by Anthony Saldi, Managing Member of TBD Enterprises, L.L.C., on behalf of the company.

[Signature: Joseph C. Franco]
NOTARY PUBLIC

62719.1





LEGAL DESCRIPTION

THE SOUTHEASTERLY 20.00 FEET IN WIDTH OF LOTS 3 AND 4, CHERRY HILLS VILLAGE, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH THE NORTHWESTERLY 20.00 FEET OF LOT 5, SAID CHERRY HILLS VILLAGE.

S.I.D. 413, DOUGLAS COUNTY TD2 FILE NO. 1074103E.DWG DATE: SEPTEMBER 2, 1999
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860