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#16

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REGISTERED

## DECLARATION OF EASEMENT

THIS INDENTURE is made this 6 day of October, 1987, by Huntington Park Apartments, Inc., a Nebraska corporation (herein referred to as "Declarant"). Declarant owns fee simple title to the following described real property:

## PARCEL 1:

A tract of land being part of Lot Sixteen (16), all of Lot Seventeen (17), and all of Lot Eighteen (18) of Huntington Park Replat Papillion, Sarpy County, Nebraska, with that part of Lot 16 being more particularly described as follows: Beginning at the Northwestern corner of said Lot 16, said point being located on the south property line of Fenwick Drive and assuming the southerly right-of-way line of said Fenwick Drive and the Northeasterly line of Lot 16 as bearing N 67° 11' 56" W and all bearings contained herein are relative thereto; thence S 22° 48' 04" W and on the Northwestern line of said Lot 16 a distance of 151.67 feet; thence S 66° 51' 24" W a distance of 70.4 feet to the Southwesterly corner of Lot 13 in said addition; thence S 34° 48' 26" E a distance of 310.41 feet to the Southwest corner of Lot 17 in said addition; thence N 14° 30' 46" E and on the line common to Lots 16 and 17 a distance of 376.15 feet to the Northeasterly corner of Lot 16 and the Northwestern corner of Lot 17 in said addition; thence on a 351.24 foot radius curve and on the Southerly line of Fenwick Drive and on the Northeasterly line of Lot 16 a distance of 50.97 feet to the point of tangency; thence tangent N 67° 11' 56" W a distance of 108.3 feet to the place of beginning.

The following described real property, which will be benefitted by the easement granted hereby, is adjacent to Parcel 1:

17012

## PARCEL 2:

Lot No. Thirteen (13) in Huntington Park Replat,  
in the SW $\frac{1}{4}$  of Section 35, T14N, R12E of the 6th  
P.M., Sarpy County, Nebraska.


## PARCEL 3:

Lot No. Sixteen (16), excluding that part of Lot  
16 North of a line running from the most Southerly  
corner of Lot No. 13 to the Northwest corner of  
Lot No. 18, in Huntington Park Replat in the SW $\frac{1}{4}$   
of Section 35, T14N, R12E of the 6th P.M., Sarpy  
County, Nebraska.

Section 1. GRANT OF EASEMENT.

Declarant hereby declares that it shall hold Parcel 1  
subject to an ingress and egress easement fifteen feet in  
width at its origination point at the North boundary of  
Parcel 1, perpendicular to Fenwick Drive and extending to  
the South boundary of Parcel 1, as described on Exhibit "1",  
attached hereto and by reference made a part hereof. Said  
ingress and egress easement may be used perpetually by the  
owners of Parcels 1, 2, and 3, their heirs, successors and  
assigns, the subsequent owners of Parcels 1, 2 and 3, and  
the tenants, employees, invitees, visitors, licensees,  
customers, assigns, and successors of the owners and tenants  
from time to time of Parcels 1, 2 and 3 for ingress and  
egress, and for vehicular and pedestrian traffic.

Section 2. MAINTENANCE OF EASEMENT AREA.

 ~~The easement area located within Parcel 1 shall be  
maintained by the owners of Parcels 1, 2 and 3, and their  
successors and assigns. Said maintenance shall include, but  
shall not be limited to, snow removal, rubbish removal,  
repair and reconstruction when necessary. The parties shall  
arrange mutually agreeable cooperative arrangements for such  
services and the reasonable and proper costs of such  
maintenance.~~

Section 3. NO OBSTRUCTIONS TO USE OF EASEMENT AREA.

Neither the owners of Parcels 1, 2 or 3, nor their  
heirs, personal representatives, successors or assigns, nor

any person using said easement area shall use the easement area or leave any vehicle or anything else on said easement area so as to prevent the free and uninterrupted flow of traffic and use of the easement area for the purposes stated in Section 1 hereof by any other person for whom this easement was created.

Section 4.      COVENANTS OF TITLE.

The Declarant covenants, for itself and its successors and assigns, that at the time of execution and delivery of this indenture the Declarant was lawfully seized of Parcel 1 and that the Declarant has the right and lawful authority to grant and declare this easement.

Section 5.      RELEASE OR AMENDMENT OF EASEMENT.

The easement created and reserved in this indenture may be released or amended at any time by appropriate agreement for that purpose entered into by all of the titleholders of Parcels 1, 2 and 3.

Section 6.      ANTI-MERGER.

The easements created and reserved in this indenture shall continue in full force and effect and shall not merge in the fee, notwithstanding that no person other than the owner of the fee of Parcels 1, 2 and 3, shall have an interest in the said Parcels 1, 2 and 3.

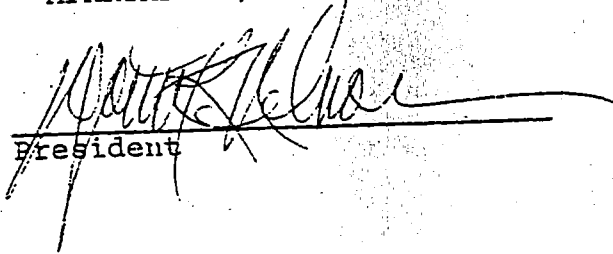
Section 7.      BINDING EFFECT.

The easements created and reserved in this indenture shall be covenants running with the land described herein, and no conveyance, transfer, easement or other encumbrances of such land shall defeat or adversely affect the easements granted hereby, except as stated in Section 5 hereof. The rights granted herein and the obligations incurred hereby shall be binding upon and shall inure to the benefit of the owners of Parcels 1, 2 and 3, and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Declarant has caused this indenture to be executed by its duly authorized Officer as of the day and year first written above.

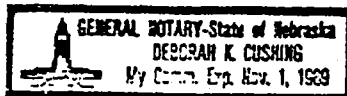
HUNTINGTON PARK  
APARTMENTS, INC.,


By:

  
President

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 6th day of October, 1987 by David K. Nelson, President of Huntington Park Apartments, Inc., a Nebraska corporation, on behalf of the corporation.



  
Notary Public

