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RE: Lots 1 to 8 inclusive
Hillsborough West Replat

DECLARATION FOR INGRESS AND EGRESS

Maple 144 LLC, a Nebraska Limited Liability Company, hereby establishes the following easements.

PRELIMINARY STATEMENT

Maple 144 LLC, a Nebraska Limited Liability Company, ("Declarant"), is the record owner of Lots 1 to 8 inclusive, Hillsborough West Replat, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded (collectively the "Parcels").

Declarant desires to establish a permanent nonexclusive easement over certain portions of Lots 1 and 7 Hillsborough West Replat, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded and as depicted and more particularly described on Exhibit A attached and incorporated herein for the purpose of providing vehicular access, ingress, egress, passage and traffic between and among the Parcels and 144th Street.

TERMS AND CONDITIONS

In consideration of the foregoing Preliminary Statement, which by this reference is repeated and incorporated in this portion of this Declaration in its entirety, and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby establishes the following easements and covenants.

1. **Definitions.** The terms in this Section 1 shall have the following meanings:

1.1 **Owner.** The term "Owner" shall mean any individual, partnership, joint venture, limited liability company, corporation, trust, unincorporated association, governmental agency or other business entity now or hereafter holding of record an ownership interest in fee in a portion or all of a Parcel.

PLEASE RETURN TO:
THOMPSON, DREESSEN & DORNER, INC.
10836 Old Mill Road
Omaha, NE 68154

1.2 Parcel. The term "Parcel" shall mean or refer to any of the following platted lots: Lots 1 to 8 inclusive, Hillsborough West Replat, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. The term "Parcels" shall mean all of the platted lots identified in this subsection 1.2. From time to time reference to one or more of such Parcels will be made in this Declaration by its lot number.

1.3 Permittees. The term "Permittees" shall mean (i) the respective Owners of the Parcels and their respective successors, assigns, heirs, and personal representatives, (ii) such Owners' agents, customers, invitees, licensees, employees, servants, and contractors, (iii) such Owners' tenants and subtenants and their respective customers, invitees, employees, servants, licensees, contractors, and agents, and (iv) such Owners' land contract purchasers, mortgagees and beneficiaries under deeds of trust.

2. Easements and Covenants. The Declarant hereby grants and establishes the following easements and covenants:

2.1 Easement Grant. The Declarant hereby grants to the Permittees of the Parcels (a) a nonexclusive perpetual easement over and upon certain portions of Lot 1 and Lot 7, which easement area is depicted and more particularly described on Exhibit A attached and incorporated herein (the "Roadway") for the purpose of providing vehicular access, ingress, egress, passage and traffic between and among the Parcels and 144th Street.

2.2 Maintenance of Roadway. Except as otherwise specifically provided in this Declaration, the respective Owners of Lots 1 and 7 will operate, maintain and replace all of the areas of the Burdened Tracts which are subject to the vehicular easements created in this Declaration in sound structural and operating condition at the sole expense of the Owners of the Burdened Tracts. Such repairs, replacements and maintenance shall include, but shall not be limited to:

(a) maintenance, repair and replacements of the surface and subsurface of the Roadway so as to maintain a level, smooth and evenly covered drive with the type of materials originally installed or used thereon or such substitutes as will in all material respects be equal to such materials in quality, appearance, use and durability; and

(b) removal from the Roadway of papers, debris, ice, snow, refuse, filth and any hazards to persons using such drives, and washing or thoroughly sweeping paved areas as required to keep the area in a clean and orderly condition.

3. Eminent Domain. Nothing herein shall be construed to give an Owner any interest in any award or payment made to any other Owner in connection with any exercise of eminent domain or transfer in lieu thereof affecting another Owner's Parcel or granting the public or any government any rights in such Parcel. In the event of any

exercise of eminent domain or transfer in lieu thereof of any part of an easement area, the award attributable to such easement area shall be payable only to the Owner thereof, and no claim thereon shall be made by the Owner or Permittees of any other Parcel.

4. Breach. The breach of this Declaration will not entitle any Owner of a Parcel to cancel, rescind or otherwise terminate this Declaration.

5. Legal Effect. Except as provided in Section 3 of this Declaration, each of the easements and rights created by this Declaration are appurtenant to each of the Parcels and may not be transferred, assigned or encumbered except as an appurtenance to a Parcel. For the purpose of each such easement and right, the Benefited Tract will constitute the dominant estate and the Burdened Tract will constitute the servient estate. Each easement or covenant contained in this Declaration: (a) is made for the direct, mutual and reciprocal benefit of the Parcels to whom easements have been granted in this Declaration; (b) creates an equitable servitude on Lots 1 and 7 upon which easements have been granted in favor of the Parcels; (c) constitutes a covenant running with the land; (d) binds every owner now having or hereafter acquiring an interest in a Parcel; and (e) will inure to the benefit of and be binding upon the owners of the Parcels and their respective successors, assigns, mortgagees and beneficiaries under deeds of trust.

Upon the conveyance of all or any part of a Parcel, the grantee, by accepting such conveyance will thereby become a new party to and be bound by this Declaration and will be deemed to have assumed and agreed to perform each of the obligations of the conveying Owner under this Declaration with respect to the Property or portion thereof conveyed to such grantee. Upon recordation of such conveyance with the Register of Deeds of Douglas County, Nebraska, the conveying owner will be released from any obligation under this Declaration arising thereafter with respect to the portion of the Parcel so conveyed but will remain responsible for any and all liability which has accrued prior to such recordation, if any.

6. No Dedication. Nothing contained in this Declaration will be deemed to constitute a gift, grant or dedication of any portion of a Parcel to the general public or for any public purpose whatsoever, it being the intention of the Declarant that this Declaration will be strictly limited, in accordance with the terms hereof, to the private use of the Permittees of each Parcel to whom easements have been granted in this Declaration. Except as otherwise specifically provided in this Declaration, this Declaration is not intended to constitute any person or entity which is not a Permittee of a Parcel to whom easements and other rights have been granted in this Declaration a third party beneficiary hereunder or to give any such person or entity any rights hereunder.

7. Duration; Amendment; Termination.

7.1 Duration. Unless otherwise modified, terminated or extended as permitted in this Section 7 or in this Declaration, the easements, rights, obligations and covenants contained in this Declaration shall continue in perpetuity.

7.2 Amendment and Termination. Except as provided below, this Declaration and any provision herein contained may be terminated, extended or amended as to any Parcel only with the express written consent of all of the Owners of the Parcels. No tenant, licensee or other person having only a possessory interest in a Parcel is required to join in the execution of or consent to any action of the Owner of such Parcel taken pursuant to this Declaration. Provided, however, so long as Home Depot U.S.A., Inc., a Delaware Corporation or its successors and assigns is a tenant of Lot 1, no such termination, extension or amendment will be effective without the written consent of Home Depot U.S.A., Inc. or its successors and assigns.

8. Miscellaneous.

8.1 Notices. All notices, statements, demands, approvals and other communications given pursuant to this Declaration will be in writing and will be delivered in person, by certified or registered mail, postage prepaid, or by a national courier service to the Owners of the Parcels affected at the addresses on file with the office of the Douglas County Assessor for delivery of ad valorem property tax statements relating to their respective Parcels. All such notices which are mailed shall be deemed delivered on the third day after postmark. All such notices delivered by a national courier service shall be deemed delivered the next regular business day following the date of deposit with such service.

8.2 Waiver of Default. No waiver of any default by any Owner will be implied from the failure by any other Owner to take any action in respect of such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Declaration will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provisions. The consent to or approval of any act or request by an Owner will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights and remedies provided by this Declaration are cumulative and no right or remedies provided by this Declaration are cumulative and no right or remedy will be exclusive of any other, or of any other right to remedy at law or in equity which any Owner might otherwise have by virtue of a default under this Declaration; and the exercise of any right or remedy by any Owner will not impair such Owner's standing to exercise any other right or remedy.

8.3 No Partnership. Nothing contained in this Declaration and no action by the Owner of a Parcel will be deemed or construed by any Owner or any third person to create the relationship or principal and agent, or a partnership, or a joint venture, or any association between or among any of the Owners of any of the Parcels.

8.4 Severability. If any provision of this Declaration is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Declaration (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or

unenforceability was made) will not be valid and enforceable to the fullest extent permitted by law.

8.5 Governing Law. This Declaration will be construed in accordance with the laws of the State of Nebraska.

8.6 Captions. The captions of the paragraphs of this Declaration are for convenience only and are not intended to affect or limit the interpretation or construction of the provisions herein contained.

8.7 Estoppel Certificates. The Owner of any Parcel shall, from time to time upon not less than twenty (20) days written notice from any other Owner, execute and deliver to such other Owner a certificate in recordable form stating that this Declaration is unmodified and in full force and effect or, if modified indicating the modifications, and stating whether or not, to the best of its knowledge, any Owner is in default under the declaration and if so, specifying such default.

8.8 Merger. This Declaration and the easements and rights created herein shall not be subject to the doctrine of Merger.

8.9 Access to 147th Street. Anything to the contrary in this Declaration notwithstanding, Declarant reserves the right to grant perpetual nonexclusive access and ingress and egress easements to the Owners of Lots 1 to 5 inclusive, Hillsborough Plaza, a subdivision in Douglas County, Nebraska as surveyed, platted and recorded for the purpose of providing such Owners and their respective Permittees (as that term is defined in Section 1.3 of this Declaration and modified to refer to such Lots 1 to 5 inclusive, Hillsborough Plaza) access to 144th Street.

Dated as of March 7, 2000.

MAPLE 144 LLC, a Nebraska Limited Liability Company

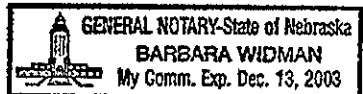
By: Jay R. Lerner, Manager

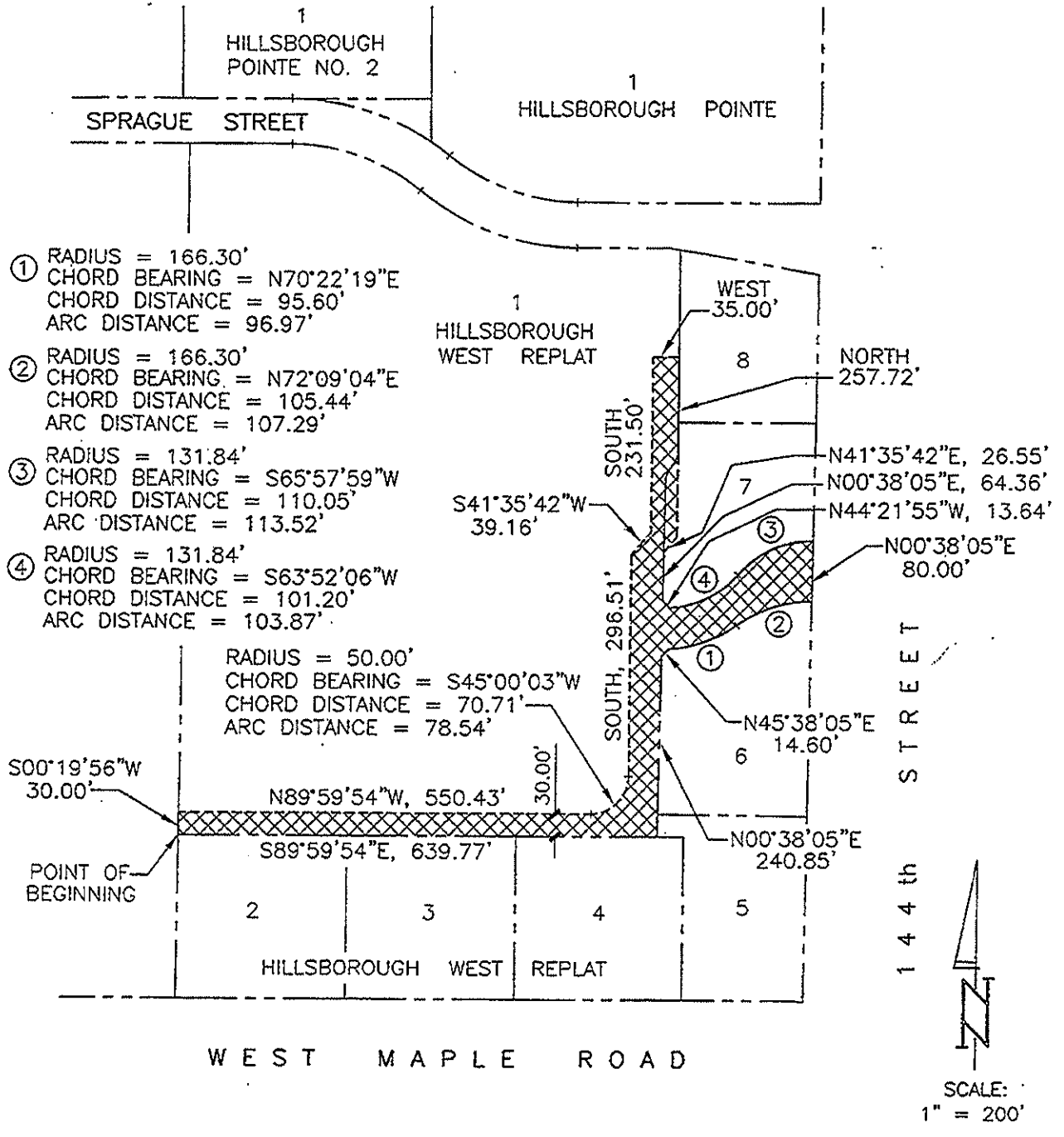
ACKNOWLEDGMENTS

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 7th day of March, 2000, before me, the undersigned, personally came Jay R. Lerner, Manager, of MAPLE 144 LLC, a Nebraska limited liability company, to me personally known to be the person whose name is affixed to the foregoing instrument in that capacity and who acknowledges the same to be the voluntary act and deed of such limited liability company.

Barbara Widman
Notary Public





SHEET 1 OF 2

THE LERNER COMPANY TD2 FILE NO. 738-116-INESMT. DATE: JAN. 12, 2000
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PART OF LOTS 1 AND 7, HILLSBOROUGH WEST REPLAT, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID LOT 1;

THENCE S89°59'54"E (ASSUMED BEARING) 639.77 FEET ON THE SOUTH LINE OF SAID LOT 1 TO THE SE CORNER THEROF;

THENCE NORTHERLY ON THE EASTERLY LINE OF SAID LOT 1 ON THE FOLLOWING NINE DESCRIBED COURSES;

THENCE N00°38'05"E 240.85 FEET;

THENCE N45°38'05"E 14.60 FEET;

THENCE NORTHEASTERLY ON A 166.30 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N70°22'19"E, CHORD DISTANCE 95.60 FEET, AN ARC DISTANCE OF 96.97 FEET;

THENCE NORTHEASTERLY ON A 166.30 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N72°09'04"E, CHORD DISTANCE 105.44 FEET, AN ARC DISTANCE OF 107.29 FEET;

THENCE N00°38'05"E 80.00 FEET;

THENCE SOUTHWESTERLY ON A 131.84 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S65°57'59"W, CHORD DISTANCE 110.05 FEET, AN ARC DISTANCE OF 113.52 FEET;

THENCE SOUTHWESTERLY ON A 131.84 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S63°52'06"W, CHORD DISTANCE 101.20 FEET, AN ARC DISTANCE OF 103.87 FEET;

THENCE N44°21'55"W 13.64 FEET;

THENCE N00°38'05"E 64.36 FEET;

THENCE N41°35'42"E 26.55 FEET;

THENCE NORTH 257.72 FEET ON THE NORTHERLY PORTION OF THE EAST LINE OF SAID LOT 1 AND ITS SOUTHERLY EXTENSION;

THENCE WEST 35.00 FEET;

THENCE SOUTH 231.50 FEET ON A LINE 35.00 FEET WEST OF AND PARALLEL WITH THE NORTHERLY PORTION OF THE EAST LINE OF SAID LOT 1;

THENCE S41°35'42"W 39.16 FEET;

THENCE SOUTH 296.51 FEET;

THENCE SOUTHWESTERLY ON A 50.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S45°00'03"W, CHORD DISTANCE 70.71 FEET, AN ARC DISTANCE OF 78.54 FEET;

THENCE N89°59'54"W 550.43 FEET ON A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 TO THE WEST LINE THEREOF;

THENCE S00°19'56"W 30.00 FEET ON THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

SHEET 2 OF 2

THE LERNER COMPANY TD2 FILE NO. 738-116-INESMTA DATE: JAN. 12, 2000 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

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