

Dodge Co.
and Development
811 W. Dodge Rd.
Omaha, NE 68114

97-21054A

RESERVATION OF EASEMENTS

THIS RESERVATION OF EASEMENTS made this 18th day of September, 1997 by the Millard Park Limited Partnership, a Nebraska limited partnership (herein referred to as the "Partnership"),

WHEREAS, the Partnership owns Lots 211 through 320, inclusive, in Millard Park, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, and

WHEREAS, the Partnership desires to reserve a permanent easement on certain Lots for fences as shown herein,

NOW, THEREFORE, in consideration of one dollar and other valuable consideration, the following easements are hereby reserved:

1. Reservation of Easements. The Partnership hereby reserves for the benefit of itself, and its successors and assigns (including each of the owners of Lots 2 through 209, inclusive, and Lots 211 through 320, inclusive, of the Millard Park Subdivision, and their successors and assigns), a permanent easement on the rear yards of certain Lots in the Millard Park Subdivision which Lots have a rear lot line which is a common line with the right of way line of Harrison Street (Lots 215 through 228, inclusive). Said easement shall be on the portion of each of said lots which is within five (5) feet of said common property line.

2. Purpose of Easements. The scope and purpose of said permanent easements is for the care and maintenance of the fences along the common property line on each of the above described lots. Each owner of a Lot on which there is said easement shall be responsible at his or her cost for the care and maintenance of the fence on his or her Lot.

3. Right of Partnership and Its Successors. The Partnership, and its successors and assigns, and any Homeowners' Association composed of residents in the Millard Park Subdivision, shall have the full and continuing right to enter upon said easements as shown herein for the purpose of caring for and maintaining such fence. In the event such entry is made, then care and maintenance of the fence shall be at the expense of the entering party, i.e., the Partnership or its successors or assigns or the Homeowners' Association.

4. Term of Easements. The term of said easements shall continue forever.

5. Binding Effect. This document shall be binding upon the Partnership and its successors and assigns, as outlined herein.

DATED the date above written.

MILLARD PARK LIMITED PARTNERSHIP,
a Nebraska limited partnership

BY: DODGE DEVELOPMENT, INC.
a Nebraska corporation, the sole
General Partner

BY: W. L. Morrison, Jr.
W. L. Morrison, Jr., President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 18th day of September, 1997, before me the undersigned, a Notary Public in and for said County and State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Development, Inc., a Nebraska corporation, which corporation is the sole General Partner of the Millard Park Limited Partnership, a Nebraska limited partnership, and acknowledged that he executed the same as the act and deed of such corporation, and the act and deed of said limited partnership.

WITNESS my hand and official seal the day and year last above written.

Kristy J. Gregath
Notary Public



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