

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-036367

1999 DE -3 AM 11: 24

Shirley J. Dowling
REGISTER OF DEEDS

99.36367

Counter
Verify
D.E.
Proof
Fee \$ 11.50
Ck Cash Chg

GRANT OF PERMANENT FENCE EASEMENT

THIS INDENTURE made this 30th day of November, 1999 between Dave Paik Builders, Inc., a Nebraska corporation, hereinafter referred to as the "Grantor", and Millard Park Limited Partnership, a Nebraska limited partnership (herein referred to as the "Partnership"),

WHEREAS, the Grantor owns Lots 338B through 339B, inclusive, in Millard Park, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, herein referred to as "Millard Park"; and

WHEREAS, the Partnership desires permanent easements on certain portions of said lots for fences as shown herein,

NOW, THEREFORE, in consideration of one dollar and other valuable consideration, the following easement is hereby granted:

1. Grant of Easements. The Grantor does hereby grant to the Partnership for the benefit of itself, and its successors and assigns (including present and future owners of Lots 321A through 326B, inclusive, and 332A through 340B, inclusive, all in Millard Park, and their successors and assigns), a permanent easement on the portion of the rear yards of Lots 338B through 339B, inclusive, in Millard Park which Lots have a rear lot line which is a common line with the right of way line of Harrison Street. Said easement shall be on the portion of said Lots which is within five (5) feet of said common property line with Harrison Street.

2. Purpose of Easements. The scope and purpose of said permanent easements is for the installation, care and maintenance of fences along the common property line of Lots 338B through 339B, inclusive, in Millard Park, with the right of way line of Harrison Street. 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 Millard Park, shall have the full and continuing right but not the obligation to enter upon said easement 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 done during such entry shall be at the expense of the entering party, i.e., the Partnership or its successors or assigns or the Homeowners' Association. However, such action shall not be construed to otherwise relieve the lot owner of any responsibility created in this easement.

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

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

6. Lawful Possessor. The Grantor is the lawful possessor of this real estate, has good, right and lawful authority to make such conveyance; and Grantor and its executors, administrators, successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless the Partnership against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

DATED the date above written.

DAVE PAIK BUILDERS, INC.,
a Nebraska corporation

BY: *David R. Paik*
David R. Paik, President

R+R

Attention to:
NP Dodge Land Development, Inc.
6701 W. Dodge Rd., Ste. 300
Omaha, NE 68114

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