

DECLARATION OF EASEMENT

KNOW ALL BY THESE PRESENTS:

WHEREAS, RESTORERS, INC., a Nebraska corporation, (hereinafter called "Grantor"), is the owner of Lots 1 - 11, inclusive, Pickard School Square, an addition to the City of Omaha, Douglas County, Nebraska, and

WHEREAS, for reference purposes, said lots in Pickard School Square are hereinafter given parcel designations as follows:

- Parcel A - Lot 1
- Parcel B - Lots 5 - 9, inclusive
- Parcel A-1 - The west 22 feet of east 49 feet of Lot 1
- Parcel B-1 - Lot 9,

and
WHEREAS, Grantor is developing Lots 1 - 11 for residential purposes, and

WHEREAS, Grantor deems it prudent that an easement for ingress and egress be granted over Parcel A-1 to serve the balance of Parcel A and all of Parcel B, and

WHEREAS, Grantor deems it prudent that an easement for ingress and egress be granted over Parcel B-1 to serve the balance of Parcel B and all of Parcel A, and

WHEREAS, such easement on Parcel A-1 will allow the maximum use of the balance of Parcel A and all of Parcel B, and will enhance both Parcel A and Parcel B, and

WHEREAS, such easement on Parcel B-1 will allow the maximum use of Parcel B and all of Parcel A, and will enhance both Parcel A and Parcel B.

NOW, THEREFORE, Grantor does hereby create and establish the following easements:

1. Grantor does hereby establish and create in, upon and over Parcel A-1, as above defined, for the benefit of the balance of Parcel A and all of Parcel B, a non-exclusive easement, right and privilege of use for automobile and pedestrian ingress, egress and passage upon and over Parcel A-1, as above defined, for the benefit of the balance of Parcel A and all of Parcel B.

2. Grantor does hereby establish and create in, upon

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and over parcel B-1, as above defined, for the benefit of Parcel B and all of Parcel A.

3. The owner, whether one or more, of Parcel A shall be responsible for the maintenance, repair, snow removal and replacement of Parcel A-1. The owner, whether one or more, of Parcel B shall be responsible for the maintenance, repair, snow removal and replacement of Parcel B-1.

4. This grant of easement shall be perpetual in effect, and the covenants herein contained shall run with all parcels above described, but this Declaration of Easement shall not operate to convey a fee title to any part of either parcel.

5. This Declaration of Easement shall be binding upon the Grantor, its successors and assigns including, but not limited to, the heirs, successors, assigns and personal representatives of any owner, whether one or more, of any part of the above described parcels.

IN WITNESS WHEREOF, Restorers, Inc. has executed this Declaration of Easement this 31 day of August, 1983.

RESTORERS, INC.

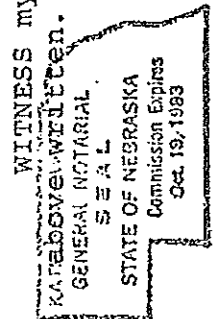
Attest:

Katherine M. Bohlen
Secretary

BY Sarah N. Seldin
President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 31 day of August, 1983, before me, a Notary Public in and for said county, personally appeared SARAH N. SELDIN, President, and THEODORE M. SELDIN, Secretary, of RESTORERS, INC. known to me to be said President and Secretary of said corporation, whose names are affixed to the above and foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such President and Secretary, and the voluntary act and deed of said corporation.



WITNESS my hand and Notarial Seal the day and year last

Katherine M. Bohlen
Notary Public

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STATE OF NEBRASKA
NOTARY PUBLIC