

9824 ✓
INST # 9824
RECORDING FEE 5.50
AUDITOR FEE _____
RMA FEE 1.00

COMPARED

FILED FOR RECORD
POTTAWATTAMIE CO. IA.
02 NOV -8 AM 9:52
JOHN SCIORTINO
RECORDER

Prepared by: Irving B. Epstein, Esq., 10040 Regency Circle, Suite 360,
Omaha, NE 68114 402/397-1515

ACCESS EASEMENT AGREEMENT

THIS AGREEMENT is made as of the 30th day of September, 2002, by and between Irvin Gendler, Trustee of the Irvin Gendler Revocable Trust and Carol J. Gendler, Trustee of the Carol J. Gendler Revocable Trust (hereinafter collectively "Gendler") and Roger Dorr and Henry Vargas (hereinafter collectively referred to as "DV").

RECITALS

1. Gendler is the Owner of Parcel of Property located within the SE 1/4 of the SE 1/4 of Section 11, Township 14 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa, more particularly described as Tract A on Exhibit "A" attached hereto.
2. DV is the Owner of Parcel of Property located within the SE 1/4 of the SE 1/4 of Section 11, Township 14 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa, more particularly described as Tract B on Exhibit "B" attached hereto.
3. Gendler, or its predecessors in title, were the Owners of Tract A and Tract B on July 8, 1957 at which time the Iowa State Highway Commission granted permit to construct entrance from private property to primary road recorded in the records of Pottawattamie County, Iowa in Book 1195, Page 239. Copy of which is attached hereto as Exhibit "C".
4. Said entrance allowed by the aforesaid permit served both Tract A and Tract B.
5. The parties hereto do agree to share said entrance.

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration paid by each to the other, the receipt and sufficiency of which is hereby acknowledged, its is agreed as follows:

1. DV (Tract B) does hereby grant to Gendler a non-exclusive and perpetual easement to share said entrance (as described in Recitals, paragraph 3 above) and to aid and assist each other in keeping said entrance open. It being the intent hereof that Tract A be allowed to continue to traverse Tract B for the purpose of availing its Permittees the use of the aforesaid entrance.
2. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Tract is subject to the easement harmless from and against all claims, liabilities, and expenses (including reasonable attorney's fees) relating to accidents, injuries, loss or damage to any person or

SECURITY LAND TITLE & ESCROW COMPANY
Omaha, NE 68144-0039

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property arising from or in any manner relating to the use by the indemnifying Owner or its Permittee of any easement granted hereunder except as may result from the negligence or intentional misconduct of the Owner whose Tract is subject to the easement.

- 3. This instrument may be executed in separate counterparts.
- 4. The easement granted herein shall run with the land and shall inure to the benefit of the respective parties, their successors, assigns, heirs and personal representatives.

JBG Partnership, L.P.

IRVIN GENDLER, Trustee of the
Irvin Gendler Revocable Trust

B: _____
Irvin Gendler, General partner

CAROL J. GENDLER, Trustee of
the Carol J. Gendler Revocable
Trust

Roger Dorr

ROGER DORR

Henry Vargas

HENRY VARGAS

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally appeared Irvin Gendler, Trustee of the Irvin Gendler Revocable Trust, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on the ___ day of _____, 2002.

Notary Public

COMPARED

property arising from or in any manner relating to the use by the indemnifying Owner or its Permittee of any easement granted hereunder except as may result from the negligence or intentional misconduct of the Owner whose Tract is subject to the easement.

- 3. This instrument may be executed in separate counterparts.
- 4. The easement granted herein shall run with the land and shall inure to the benefit of the respective parties, their successors, assigns, heirs and personal representatives.

JBG Partnership, L.P.

B: Irvin Gendler
Irvin Gendler, General partner

Irvin Gendler
IRVIN GENDLER, Trustee of the
Irvin Gendler Revocable Trust

Carol J. Gendler
CAROL J. GENDLER, Trustee of
the Carol J. Gendler Revocable
Trust

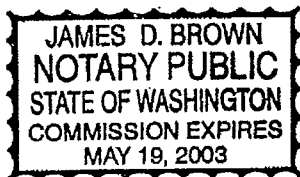
Roger Dorr
ROGER DORR

Henry Vargas
HENRY VARGAS

STATE OF ^{WASHINGTON} NEBRASKA)
 KING) ss:
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally appeared Irvin Gendler, Trustee of the Irvin Gendler Revocable Trust, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on the 5th day of October, 2002.



James D. Brown
Notary Public

COMPARED

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally appeared Carol J. Gendler, Trustee of the Carol J. Revocable Trust, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on the ___ day of _____, 2002.

Notary Public

STATE OF ~~IAWA~~ *Nebraska*)
) ss:
COUNTY OF ~~POTTAWATTAMIE~~ *Douglas*)

Before me, a Notary Public qualified for said county, personally appeared Roger Dorr known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on the 30th day of September, 2002. Witness *ehs*

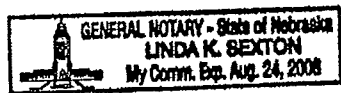


Linda K. Sexton
Notary Public

STATE OF ~~IAWA~~ *Nebraska*)
) ss:
COUNTY OF ~~POTTAWATTAMIE~~ *Douglas*)

Before me, a Notary Public qualified for said county, personally appeared Henry Vargas known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on the 30th day of September, 2002. Witness *ehs*



Linda K. Sexton
Notary Public

COMPARED

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally appeared Carol J. Gendler, Trustee of the Carol J. Revocable Trust, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on the 9th day of October, 2002.

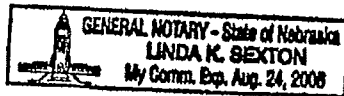


Judy K. Johnston
Notary Public

STATE OF ~~IOWA~~ Nebraska)
) ss:
COUNTY OF ~~POTTAWATTAMIE~~)

Before me, a Notary Public qualified for said county, personally appeared Roger Dorr known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on the 3rd day of September, 2002. Witness

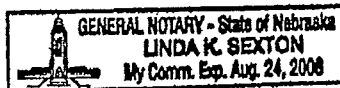


Linda K. Sexton
Notary Public

STATE OF ~~IOWA~~ Nebraska)
) ss:
COUNTY OF ~~POTTAWATTAMIE~~)

Before me, a Notary Public qualified for said county, personally appeared Henry Vargas known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on the 30th day of September, 2002. Witness



Linda K. Sexton
Notary Public

COMPARED

EXHIBIT "A"
Tract A

THAT PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 11, T74N, R44W OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SE 1/4; THENCE N00°29'00"W (ASSUMED BEARING) 443.20 FEET ON THE EASTERLY LINE OF SAID SE 1/4 TO THE SOUTHERLY LINE OF HIGHWAY 275 AS DESCRIBED IN MISC. BOOK 1076 AT PAGE 486 OF THE POTTAWATTAMIE COUNTY RECORDS;

THENCE S89°56'20"W 424.63 FEET ON THE SOUTHERLY LINE OF HIGHWAY 275 TO THE POINT OF BEGINNING;

THENCE S41°03'40"E 88.42 FEET;

THENCE S19°03'40"E 71.76 FEET;

THENCE S01°13'08"E 126.24 FEET;

THENCE N89°56'20"E 309.63 FEET ON A LINE 182.40 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SE 1/4;

THENCE S00°29'00"E 149.40 FEET ON A LINE 33.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID SE 1/4 TO THE SOUTHERLY LINE OF SAID SE 1/4;

THENCE S89°56'20"W 518.63 FEET ON A LINE 33.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SE 1/4;

THENCE N00°29'00"W 410.20 FEET ON A LINE 551.63 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID SE 1/4 TO THE SOUTHERLY LINE OF HIGHWAY 275;

THENCE N89°56'20"E 127.00 FEET ON THE SOUTHERLY LINE OF HIGHWAY 275 TO THE POINT OF BEGINNING..

COMPARED

EXHIBIT "B"
Tract B

That part of the SE 1/4 of the SE 1/4 of Section 11, Township 74 North, Range 44 West of the 5th P.M., Pottawattamie County, Iowa, described as follows: Commencing at the SE corner of said SE 1/4; thence N00°29'00" W (assumed bearing) 443.200 feet on the Easterly line of said SE 1/4 to the Southerly line of Highway 275 as described in Miscellaneous Book 1076, at Page 486 of the Pottawattamie County Recorder; thence S89°56'20" W 33.00 feet on the Southerly line of Highway 275 to the point of beginning; thence continuing S89°56'20" W 391.63 feet on the Southerly line of Highway 275; thence S41°03'40" E 88.42 feet; thence S19°03'40" E 71.76 feet; thence S01°13'08" E 126.24 feet; thence N89°56'20" E 309.63 feet on a line 182.40 feet Northerly of and parallel with the Southerly line of said SE 1/4; thence N00°28'59" W 260.80 feet on a line 33.00 feet Westerly of and parallel with the Easterly line of said SE 1/4 to the point of beginning.