



DEED 2012096821



SEP 26 2012 11:52 P 5

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Stamp Tax

9-26-12  
Date

\$1075.75

By *[Signature]*

Deed 5

FEE 25.50 FB 01-60000

BK 25-15-10 C/O \_\_\_\_\_ COMP \_\_\_\_\_

DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
9/26/2012 11:52:04.66



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⑦ ON-010350

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PARTNERSHIP SPECIAL WARRANTY DEED

MEAK FARM LLC, a Nebraska limited liability company, GRANTOR, in consideration of Ten Dollars (\$10.00) received from GRANTEE, AZ 21, LLC, a Nebraska limited liability company, conveys to GRANTEE the real estate (as defined in Neb. Rev. Stat. 76-201) situated in Douglas County, Nebraska, described in Exhibit A attached hereto and by this reference incorporated herein.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seised of such real estate and that such real estate is free from encumbrances except restrictions, easements, rights-of-way, and covenants now of record and the reserved easement set forth in Exhibit B attached hereto and by this reference incorporated herein;
- (2) has legal power and lawful authority to convey such real estate;
- (3) warrants and will defend title to such real estate against the lawful claims of all persons claiming such real estate or any part thereof through, by, or under GRANTOR.

Executed September 20, 2012.

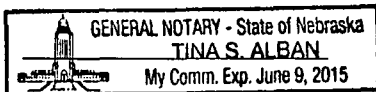
MEAK FARM LLC, a Nebraska limited liability company, Grantor  
 By: Howard J. Kaslow  
 Howard J. Kaslow, Manager

STATE OF NEBRASKA    )  
   ) SS.  
 COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on September 20, 2012, by Howard J. Kaslow, Manager of Meak Farm LLC, a Nebraska limited liability company, on behalf of such limited liability company.

Lina G. Alban  
 Notary Public

My commission expires:



6.9.15

## EXHIBIT A

A tract of land located in part of the NW1/4 of the NE1/4, SW1/4 of the NE1/4, and the SE1/4 of the NW1/4 of Section 25, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the North 1/4 corner of Section 25; thence N87°38'50"E (assumed bearing) along the North line of said NE1/4 of Section 25, a distance of 32.73 feet to the point of beginning; thence N87°38'50"E along said North line of the NE1/4 of Section 25, a distance of 147.28 feet; thence along the Southerly right-of-way line of Pacific Street along the following described courses: thence S02°21'10"E, a distance of 33.00 feet; thence N89°39'36"E, a distance of 483.94 feet; thence N87°38'53"E, a distance of 188.83 feet, to the point of intersection of said Southerly right-of-way line of Pacific Street and the Westerly right-of-way line of 208th Street; thence along said Westerly right-of-way line of 208th Street on the following described courses: thence S02°24'44"E, a distance of 176.64 feet; thence along a curve to the right with a radius of 213.91 feet, a distance of 178.78 feet, said curve having a long chord which bears S21°31'47"W, a distance of 173.62 feet; thence S45°28'21"W, a distance of 606.01 feet; thence S44°31'40"E, a distance of 63.00 feet; thence N45°28'24"E, a distance of 105.50 feet to a point on the Westerly line of Lot 1, MS 3 Addition Replat 1, a subdivision located in said NE1/4 of Section 25; thence along said Westerly line of Lot 1, MS 3 Addition Replat 1, on the following four described courses: thence S44°31'40"E, a distance of 135.00 feet; thence S45°28'20"W, a distance of 117.80 feet; thence along a curve to the left with a radius of 115.00 feet, a distance of 146.14 feet; said curve having a long chord which bears S09°04'00"W, a distance of 136.50 feet; thence S27°20'20"E, a distance of 453.31 feet; thence S62°39'40"W, a distance of 180.00 feet; thence N27°20'20"W, a distance of 12.48 feet; thence S64°28'32"W, a distance of 130.07 feet; thence S70°05'25"W, a distance of 124.21 feet; thence N88°20'04"W, a distance of 103.91 feet; thence S88°42'14"W, a distance of 85.00 feet; thence S01°58'31"E, a distance of 36.41 feet; thence S85°09'23"W, a distance of 180.17 feet; thence S10°03'55"E, a distance of 65.50 feet; thence S20°14'02"E, a distance of 46.78 feet; thence S21°23'28"E, a distance of 80.12 feet; thence S16°24'27"E, a distance of 77.99 feet; thence S09°46'03"E, a distance of 77.99 feet; thence S05°08'26"E, a distance of 62.07 feet; thence S12°30'14"E, a distance of 190.26 feet; thence S18°20'30"E, a distance of 58.26 feet; thence S15°31'37"W, a distance of 130.00 feet; thence S77°29'46"W, a distance of 75.83 feet; thence S12°30'14"E, a distance of 12.99 feet; thence S77°29'46"W, a distance of 183.00 feet; thence N12°30'13"W, a distance of 160.00 feet; thence S77°29'46"W, a distance of 200.25 feet; thence S12°41'37"E, a distance of 263.02 feet to a point on the South section line of the NW1/4 of said Section 25; thence S87°42'53"W along said South section line of the NW1/4 of Section 25, a distance of 447.38 feet to the East corner of Lot 75, Ranch View Estates 2, a subdivision located in said NW1/4 of Section 25, thence N02°17'12"W along the East lines of Lots 64 through 75, said Ranch View Estates 2, a distance of 1321.20 feet; thence N87°38'09"E, a distance of 976.46 feet; thence N02°33'04"W, a distance of 1320.92 feet to the point of beginning.

EXHIBIT B

Easement Reserved by Grantor

GRANTOR reserves an easement (the "EASEMENT") running with the land over and across the following described real estate (the "EASEMENT AREA"):

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER ON AN ASSUMED BEARING OF S87°37'35"W, A DISTANCE OF 2,632.17' TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID POINT BEING THE SOUTHEAST CORNER THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE CONTINUING WESTERLY S87°37'35"W ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 299.15' TO A POINT; THENCE N12°27'24"W, A DISTANCE OF 247.84' TO A POINT; THENCE S76°55'38"W, A DISTANCE OF 142.26' TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID LINE, A DISTANCE OF 20.70' TO A POINT; THENCE N27°58'03"W, A DISTANCE OF 173.42' TO A POINT; THENCE S90°00'00"W, A DISTANCE OF 350.78' TO A POINT; THENCE N00°00'00"E, A DISTANCE OF 164.99' TO A POINT; THENCE S90°00'00"W, A DISTANCE OF 39.35' TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF HICKORY STREET, SAID POINT ALSO BEING ON THE EAST LINE OF RANCH VIEW ESTATES 2; THENCE N02°23'35"W ALONG A EAST LINE OF SAID RIGHT-OF-WAY AND THE EAST LINE OF RANCH VIEW ESTATES 2, A DISTANCE OF 20.02' TO A POINT; THENCE N90°00'00"E, A DISTANCE OF 60.18' TO A POINT; THENCE S00°00'00"E, A DISTANCE OF 164.99' TO A POINT; THENCE N90°00'00"E, A DISTANCE OF 342.80' TO A POINT; THENCE S27°58'03"E, A DISTANCE OF 190.76' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 13,834.72 SQUARE FEET OR 0.318 ACRES, MORE OR LESS,

SE NW

consisting of the permanent and non-exclusive right, liberty, and authority of GRANTOR and GRANTOR'S successors and assigns with respect to the EASEMENT (collectively, the "EASEMENT GRANTEES") to enter upon and use the EASEMENT AREA for equipment, vehicular, and pedestrian ingress and egress between a public road system and that portion, if any, of GRANTOR'S land (the "PROJECT AREA") which hereafter is conveyed by GRANTOR or its successors or assigns to the Papio-Missouri River Natural Resources District for construction, operation, and maintenance of a project (the "PROJECT") to detain and store silts and other sediments and retard or prevent the same from flowing downstream and entering the reservoir of Papillion Creek and Tributaries Lake Project Dam Site 18, known as Lake Zorinsky, all subject to the following terms, to-wit:

1. The EASEMENT shall include the permanent right of the EASEMENT GRANTEES to construct, operate, maintain, repair, replace, and use, solely within the EASEMENT AREA, such rock paving, drainage devices, and other measures as the EASEMENT GRANTEES reasonably determine to be necessary or convenient to facilitate their use of the EASEMENT AREA for the aforesaid ingress and egress to and from the PROJECT; provided, however, that any such measures undertaken by the EASEMENT GRANTEES within the EASEMENT AREA shall be accomplished and maintained in a good and workmanlike manner so as to minimize erosion on the property abutting the EASEMENT AREA.

2. GRANTOR and its successors and assigns shall have the non-exclusive reserved right to use the EASEMENT AREA for lawful purposes that do not impede or interfere with the EASEMENT GRANTEE'S uses thereof for ingress and egress; provided, however, that GRANTOR or its successors or assigns, as the case may be, promptly shall repair all damages to the EASEMENT GRANTEE'S aforesaid measures caused by the reserved use of the EASEMENT AREA by GRANTOR or its successors or assigns, as the case may be, or by use of the EASEMENT AREA by any permittees of GRANTOR or its successors or assigns, as the case may be.

3. In the event GRANTOR or its successors or assigns, as the case may be, undertake to develop or change the uses of any part or all of the property burdened by the EASEMENT and, in advance thereof, in the course thereof, or contemporaneously therewith, GRANTOR or others construct a system of public roads and/or streets which is available to the EASEMENT GRANTEE'S and provides to the EASEMENT GRANTEE'S a physically-unobstructed, passable, contiguous, and continuous substitute route, and the lawful right to use such route, for equipment, vehicular, and pedestrian ingress and egress between the public road or street right-of-way and the northernmost boundary of the PROJECT AREA in the SE 1/4 of the NW 1/4 of Section 25, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, then the EASEMENT GRANTEE at such time, for itself and its successors and assigns, shall permanently release the EASEMENT with respect to the above-described real estate.