29

CASH 2003 BR 1056 R COMP FB MC - 25055

TYF MAN PG 58.60 C/O COMP & SCAN PD

FEE 16.00 OF MAN LEGL PG 58 MC FV

CROKER, HUCK, KASHER, DeWITT,

ANDERSON & GONDERINGER, P.C. (RJH)

2120 S 72 ST STE 1250

OMAHA NE 68124-2356

GRANT AND IMPOSITION OF EASEMENT

THIS EASEMENT is imposed this 28 day of <u>Junuary</u>, 1993, by H. LEE GENDLER and IRVIN GENDLER (herein "Grantors"),

WITNESSETH:

- 1. For valuable consideration, receipt of which is hereby acknowledged, Grantors, being the owners of the real property hereinafter described, herewith impose upon the property described in Exhibit "A", which is attached hereto and incorporated herein, a perpetual non-exclusive driveway or roadway easement over, under, on, and across the said real estate.
- 2. The scope and purpose of said non-exclusive driveway or roadway easement is for ingress and egress purposes to and from the following-described real estate also presently owned by Grantors, to-wit:

The South 190 feet of Lot 7, The Meadowlands, a Subdivision in Douglas County, Nebraska.

All present and future owners of said real estate, their customers, employees, invitees, heirs, personal representatives, agents and assigns, shall have full right and authority to enter upon said roadway easement in order to perform any of the acts and functions described within the scope and purpose of such driveway or roadway easement.

- The owner(s) of the real property described in Exhibit "A", their successors and assigns, shall have full responsibility for the construction, maintenance, repair and improvement of the driveway or roadway located in the easementway.
- 4. Grantors herein, for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that at the time of the execution and delivery of these presents, Grantors are lawfully seized of said premises; that Grantors have good right and lawful authority to grant said easementway; and Grantors further

box 24

800K 1056 PAGE 59

hereby covenant to warrant and defend said easementway against the lawful claims of all persons whomsoever, except the holders of any existing valid liens thereon.

This agreement shall be binding on the heirs, personal representatives and assigns of the respective parties hereto.

EXECUTED the day and year first above writter

STATE OF NEBRASKA

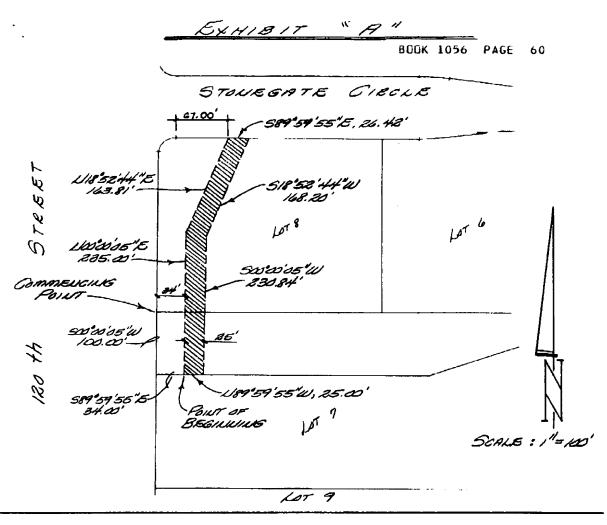
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this $\underline{\mathcal{S}}$ day of muary, 1993, by H. Lee Gendler and Irvin Gendler.

CENERAL NOTARY-State c.' Mebraska RITA R. BAKER My Comm. Exp. Dec. 29, 1993

Reta R. Baker Notary Public

4\gendler\easement



ACCESS EASEMENT

LEGAL DESCRIPTION

That part of Lote 7 and 8, The Meadowlands, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, described as follows: Commencing at the NW corner of said Lot 7; thence S00°00'05"W 100.00 feet on the West line of said Lot 7; thence S89°59'55"E 34.00 feet on a line 100.00 feet South of and parallel with the North line of said Lot 7 to the point of beginning; thence N00°00'05"E 235.00 feet on a line 34.00 feet East of and parallel with the West line of said Lots 7 and 8; thence N18°52'44"E 163.81 feet to a point on the North line of said Lot 8; thence S89°59'55"E 26.42 feet on the North line of said Lot 8; thence S89°59'55"E 26.42 feet on the North line of said Lot 8; thence S18°52'44"W 168.20 feet; thence S00°00'05"W 230.84 feet on a line 59.00 feet East of and parallel with the West line of said Lots 7 and 8; thence N89°59'55"W 25.00 feet on a line 100.00 feet South of and parallel with the North line of said Lots 7 to the point of beginning.

JOB NO. 315-114 SHEET NO. BOOK PAGE JAN. 8, 1993

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860