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CASH 2004 BK 1056 R Comp FB MC-250.55  
 TYPE Mac PG 61-64 C/O VP COMP VP SCAN VP  
 FEE 21.50 OF Mac LEGL PG 63-64 MC VP FV VP

CROKER, HUCK, KASHER, DeWITT,  
 ANDERSON & GONDERINGER, P.C. (RJH)  
 2120 S 72 ST STE 1250  
 OMAHA NE 68124-2356

GEORGE J. HUCK  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NE

JAN 29 9 05 AM '93

RECEIVED

### GRANT AND IMPOSITION OF EASEMENT

THIS EASEMENT is imposed this 28 day of January, 1993, by H. LEE GENDLER and IRVIN GENDLER (herein "Grantors").

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 easement, the scope and purpose of which is hereafter described.

2. The scope and purpose of this easement is to prohibit any buildings or permanent above-ground structures upon said real estate, provided, nothing contained herein shall prohibit the construction of driveways or parking lots within the easementway by Grantors, their successors or assigns.

3. The owner(s), their agents, contractors, successors and assigns, of the real estate described on Exhibit "B", which is attached hereto and incorporated herein, shall have the right to enter upon the easementway for purposes of construction and maintenance of any structure or improvement located on the property described in Exhibit "B".

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 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.

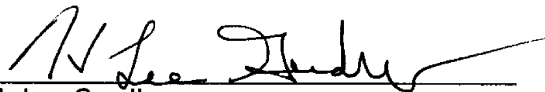

5. This agreement shall be binding on the heirs, personal representatives and assigns of the respective parties hereto. This agreement shall not be revoked or rescinded without the written consent of the parties hereto, or their successors or

Box 29  
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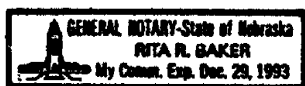
assigns, along with a representative of the Building and Development Division of the Planning Department of the City of Omaha, Douglas County, Nebraska.


EXECUTED the day and year first above written.

  
H. Lee Gendler  
  
Irvin Gendler

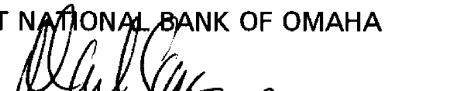
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on this 28 day of January, 1993, by H. Lee Gendler and Irvin Gendler.



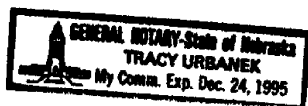
  
Notary Public

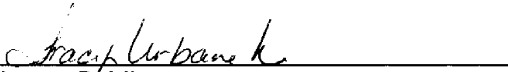
The easement as set forth above is accepted and acknowledged by the First National Bank of Omaha.

FIRST NATIONAL BANK OF OMAHA  
By:   
Title: Second Vice President

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on this 28th day of January, 1993, by Mark Seger, Second Vice President of First National Bank of Omaha.



  
Notary Public

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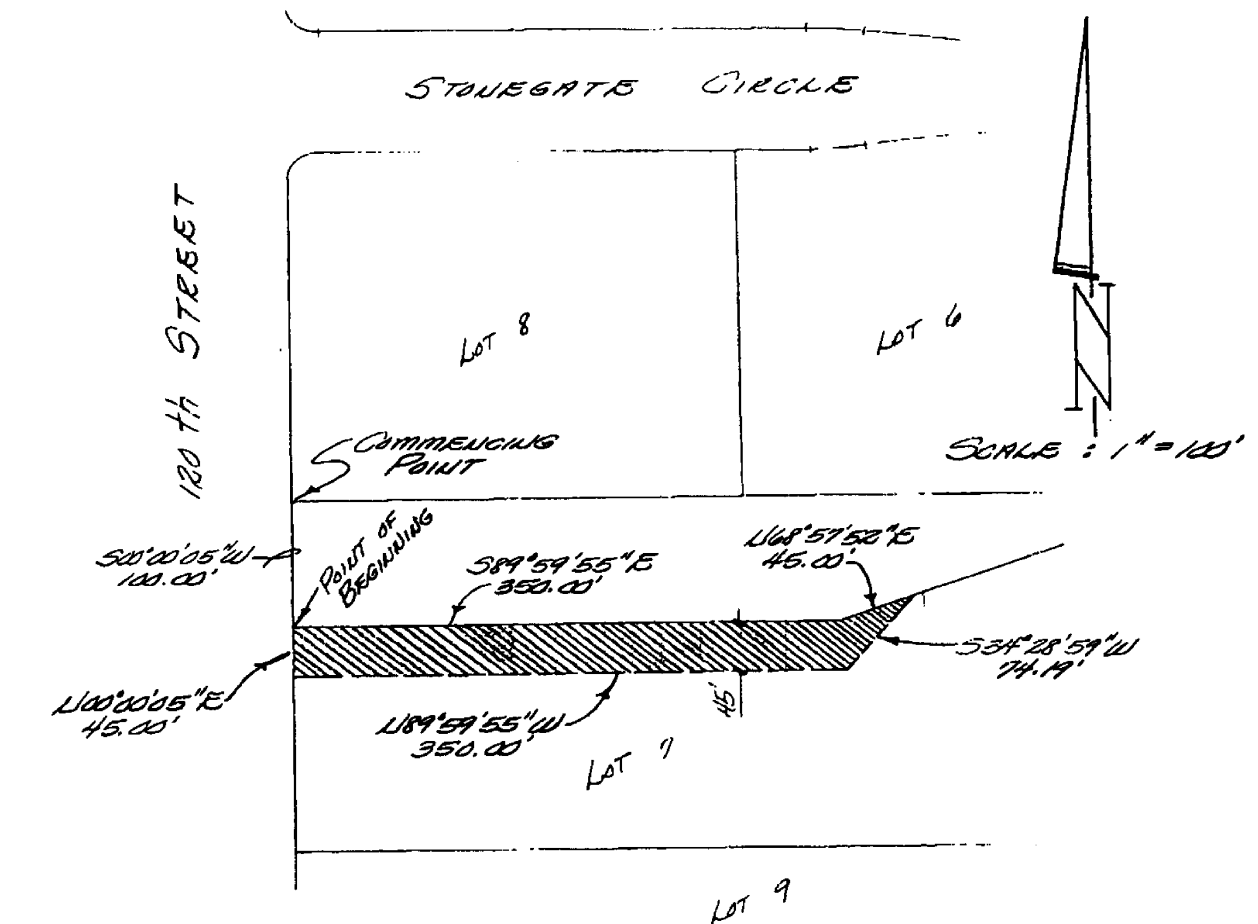
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## NO STRUCTURE EASEMENT

## LEGAL DESCRIPTION

That part of Lot 7, 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 (assumed bearing) 100.00 feet on the West line of said Lot 7 to the point of beginning; thence S89°59'55"E 350.00 feet on a line 100.00 feet South of and parallel with the North line of said Lot 7; thence N68°57'52"E 45.00 feet; thence S34°28'59"W 74.19 feet; thence N89°59'55"W 350.00 feet on a line 145.00 feet South of and parallel with the North line of said Lot 7 to the West line of said Lot 7; thence N00°00'05"E 45.00 feet on the West line of said Lot 7 to the point of beginning.

EXHIBIT "A"

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

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

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## LEGAL DESCRIPTION

LOT 8, THE MEADOWLANDS, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH THAT PART OF LOTS 6 AND 7 SAID THE MEADOWLANDS DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 6; THENCE S89°59'55"E (ASSUMED BEARING) 47.78 FEET ON THE NORTH LINE OF SAID LOT 6 TO A POINT OF CURVE; THENCE NORTHEASTERLY ON THE NORTH LINE OF SAID LOT 6 ON A 240.06 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N85°22'35"E, CHORD DISTANCE 38.71 FEET, AN ARC DISTANCE OF 38.76 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ON THE NORTH LINE OF SAID LOT 6 ON A 759.36 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N82°24'45"E, CHORD DISTANCE 44.03 FEET, AN ARC DISTANCE OF 44.03 FEET; THENCE S00°00'05"W 264.94 FEET ON A LINE 165.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 6; THENCE S89°59'55"E 140.56 FEET ON A LINE 269.00 FEET SOUTH OF AND PARALLEL TO THE MOST NORTHERLY LINE OF SAID LOT 6 TO THE EAST LINE OF SAID LOT 6; THENCE SOUTHWESTERLY ON THE EAST LINE OF SAID LOTS 6 AND 7 ON A 60.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S06°44'22"W, CHORD DISTANCE 55.92 FEET, AN ARC DISTANCE OF 58.17 FEET; THENCE S68°57'52"W 218.58 FEET TO A POINT 100.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 7; THENCE N 89°59'55"W 350.00 FEET ON A LINE 100.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 7 TO THE WEST LINE OF SAID LOT 7; THENCE N00°00'05"E 100.00 FEET ON THE WEST LINE OF SAID LOT 7 TO THE NW CORNER THEREOF; THENCE S89°59'55"E 290.00 FEET ON THE NORTH LINE OF SAID LOT 7 TO THE SW CORNER OF SAID LOT 6; THENCE N00°00'05"E 290.00 FEET ON THE WEST LINE OF SAID LOT 6 TO THE POINT OF BEGINNING.

CONTAINING 173,904 SQUARE FEET MORE OR LESS.

EXHIBIT "B"