

After recording return to:
Robert W. Rieke, Esq.
409 South 17th Street, Suite 500
Omaha NE 68102

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2004-26377

2004 JUL 12 P 12: 22 ♀

Sharon J. Dowling
REGISTER OF DEEDS

W0355602.01
061104

COUNTER AK C.E. LM
VERIFY AK D.E. LM
PROOF _____
FEES \$ 21.00
CHECK# _____
CHG. ST CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

[For Recording Purposes]

PARKING EASEMENT

This Parking Easement is entered into by HARRISON HILLS APARTMENTS, L.L.C., a Nebraska limited liability company ("Grantor").

WHEREAS, Grantor is the owner of Lot 4, Harrison Hills Replat 2, an Addition to the City of LaVista, Sarpy County, Nebraska (the "Burdened Property"); and

WHEREAS, Grantor is also the owner of Lot 1, Harrison Hills Replat 2, an Addition to the City of LaVista, Sarpy County, Nebraska (the "Benefited Property"); and

WHEREAS, Grantor desires to establish a non-exclusive parking easement over a portion of the Burdened Property for the benefit of the Benefited Property.

NOW THEREFORE, for good and valuable consideration, Grantor hereby grants to the current owner of the Benefited Property, and to each individual, partnership, joint venture, corporation, trust, unincorporated association, governmental agency or other business entity hereafter owning any ownership in fee of any portion of the Benefited Property (collectively "Grantee") a non-exclusive easement for the purposes of vehicular parking (the "Parking Easement") over that portion of the Burdened Property described on Exhibits "A" and "B" attached hereto (the "Parking Easement Area").

The use of the Parking Easement will be non-exclusive and for the use and benefit of Grantee, its successors and assigns, and such agents, customers, invitees, licensees, employees, servants, contractors, mortgagees and tenants as may be designated by Grantee from time to time. Grantor covenants and agrees to maintain and repair the Parking Easement Area to the extent not maintained by any public authority. No buildings, structures or other improvements (other than parking spaces) shall be constructed upon the Parking Easement Area without the prior written agreement of Grantor and Grantee.

Nothing contained herein will be deemed to constitute a gift, grant or dedication of any portion of the Burdened Property.

The Parking Easement shall run with the land and be binding upon Grantor and its successors and assigns, and inure to the benefit of Grantee and its successors and assigns.

A

IN WITNESS WHEREOF, Grantee has executed this instrument this 30th day of June, 2004.

HARRISON HILLS APARTMENTS, L.L.C., a
Nebraska limited liability company

By Howard M. Kooper
Howard M. Kooper, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30th day of June, 2004, before me, a notary public in and for said county and state, personally came HOWARD M. KOOPER, Manager of HARRISON HILLS APARTMENTS, L.L.C, a Nebraska limited liability company, 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 and the voluntary act and deed of said limited liability company.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL]



Jackie S. Lammert
Notary Public

SUBORDINATION

The undersigned hereby subordinates its mortgage or deed of trust lien on the Burdened Property to the foregoing Parking Easement.

FIRST NATIONAL BANK OF OMAHA

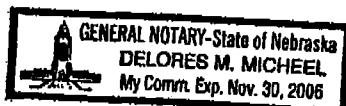
By [Signature]
Title: Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30th day of June, 2004, before me, a notary public in and for said county and state, personally came Michael J. Kuester, Vice President of FIRST NATIONAL BANK OF OMAHA, 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 and the voluntary act and deed of said company.

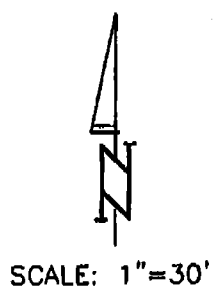
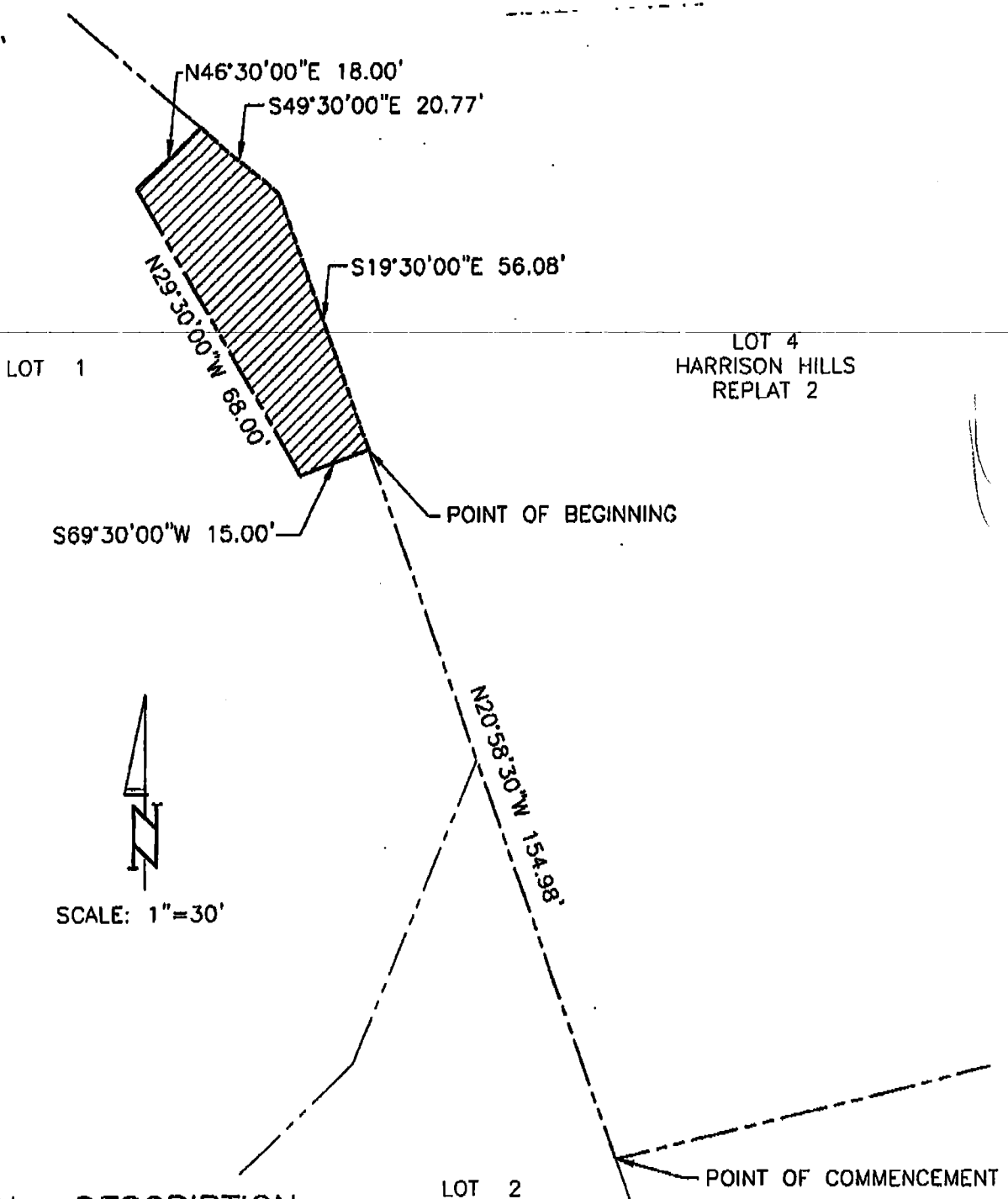
WITNESS my hand and notarial seal at Omaha, Nebraska, in said county and state, the day and year last above written.

[SEAL]



Delores M. Micheel
Notary Public

B

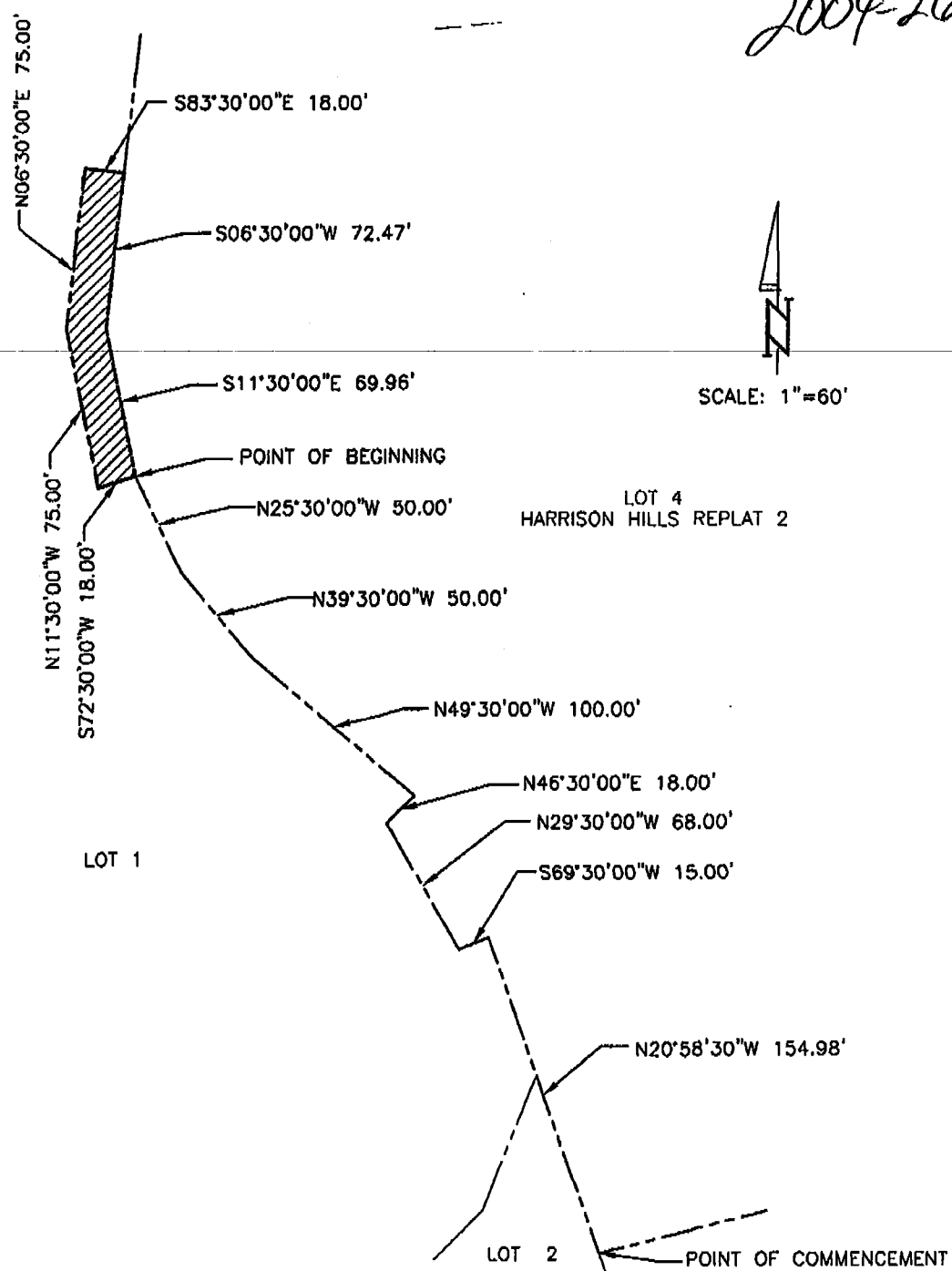


LEGAL DESCRIPTION:

THAT PART OF LOT 4, HARRISON HILLS REPLAT 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID LOT 4; THENCE N20°58'30"W (ASSUMED BEARING) 154.98 FEET ON THE WEST LINE OF SAID LOT 4 TO THE POINT OF BEGINNING; THENCE S69°30'00"W 15.00 FEET ON THE WEST LINE OF SAID LOT 4; THENCE N29°30'00"W 68.00 FEET ON THE WEST LINE OF SAID LOT 4; THENCE N46°30'00"E 18.00 FEET ON THE WEST LINE OF SAID LOT 4; THENCE S49°30'00"E 20.77 FEET; THENCE S19°30'00"E 56.08 FEET TO THE POINT OF BEGINNING.

BROADMOOR DEVELOPMENT TD2 FILE NO.: 1061-119-EASEA DATE: JUNE 8, 2004
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8880

2004-26377C



LEGAL DESCRIPTION

THAT PART OF LOT 4, HARRISON HILLS REPLAT 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID LOT 4; THENCE N20°58'30"W (ASSUMED BEARING) 154.98 FEET ON THE WEST LINE OF SAID LOT 4; THENCE S69°30'00"W 15.00 FEET ON THE WEST LINE OF SAID LOT 4; THENCE N29°30'00"W 68.00 FEET ON THE WEST LINE OF SAID LOT 4; THENCE N46°30'00"E 18.00 FEET ON THE WEST LINE OF SAID LOT 4; THENCE N49°30'00"W 100.00 FEET ON THE WEST LINE OF SAID LOT 4; THENCE N39°30'00"W 50.00 FEET ON THE WEST LINE OF SAID LOT 4; THENCE N25°30'00"W 50.00 FEET ON THE WEST LINE OF SAID LOT 4 TO THE POINT OF BEGINNING; THENCE S72°30'00"W 18.00 FEET ON THE WEST LINE OF SAID LOT 4; THENCE N11°30'00"W 75.00 FEET ON THE WEST LINE OF SAID LOT 4; THENCE N06°30'00"E 75.00 FEET ON THE WEST LINE OF SAID LOT 4; THENCE S83°30'00"E 18.00 FEET ON THE WEST LINE OF SAID LOT 4; THENCE S06°30'00"W 72.47 FEET; THENCE S11°30'00"E 69.96 FEET TO THE POINT OF

BEGINNING
 BROADMOOR DEVELOPMENT TD2 FILE NO.: 1061-119-EASEB DATE: JUNE 8, 2004
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8880