

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

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2004-26378

2004 JUL 12 P 12:23

*Shirley J. Dowling*  
REGISTER OF DEEDS

W0355617.01  
061104

COUNTER     C.E.      
VERIFY     D.E.      
PROOF      
FEES \$ 26.00  
CHECK#      
CHG STS 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 3, 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. If Grantor and Grantee shall mutually agree to construct a garage building on all or any portion of Parking Easement Area and another portion of the Burdened Property not within the Parking Easement Area, Grantee shall share in the maintenance and repair of such garage building in the ratio that the number of garage spaces located on the Parking Easement Area bears to the total number of garage spaces within such garage building.

A

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.

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

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

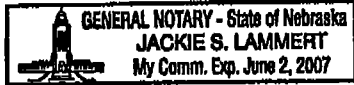
By Howard M. Kooper  
Howard M. Kooper, Manager

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

On this 30<sup>th</sup> 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. Lammet  
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 30<sup>th</sup> day of June, 2004, before me, a notary public in and for said county and state, personally came Michael J. Muester, Vice President of FIRST NATIONAL BANK OF OMAHA, known to me to be the identical person who signed the

B

foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

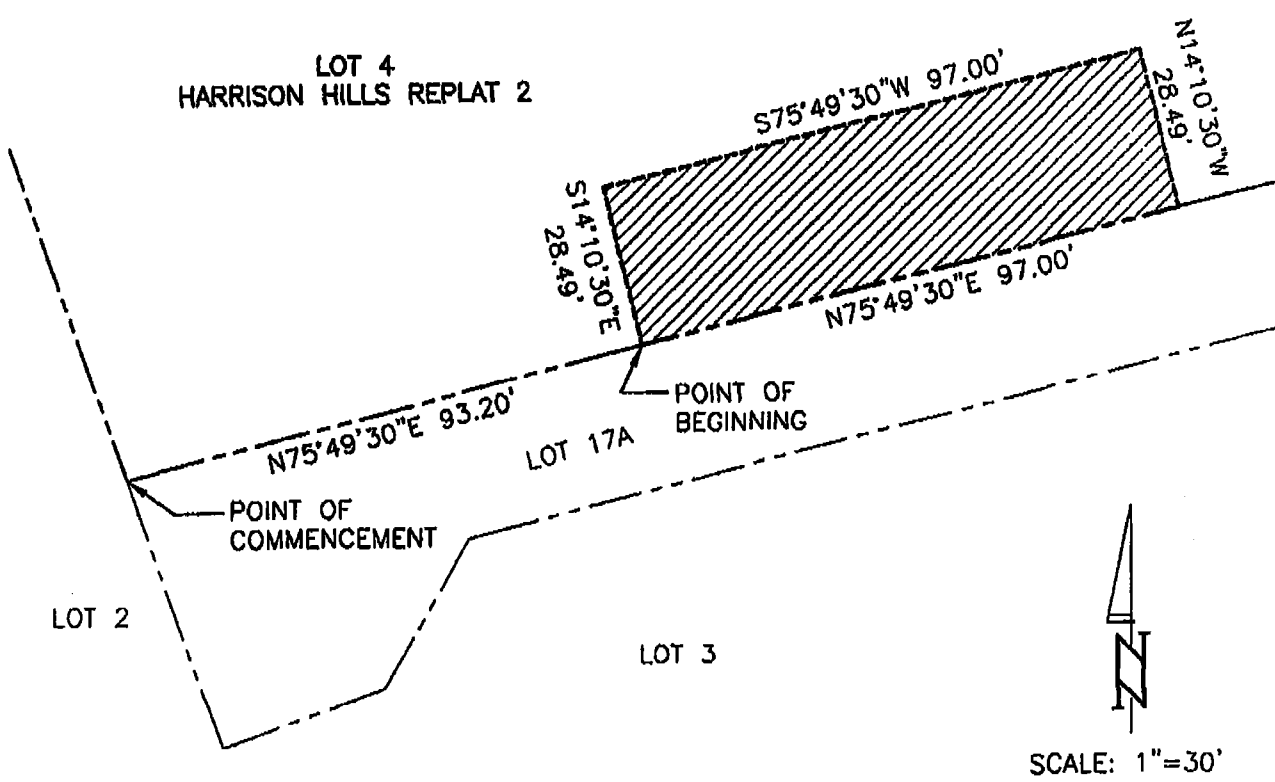
WITNESS my hand and notarial seal at Omaha, Nebraska, in said county and state, the day and year last above written.

[SEAL]



*Delores M. Micheel*  
\_\_\_\_\_  
Notary Public

C



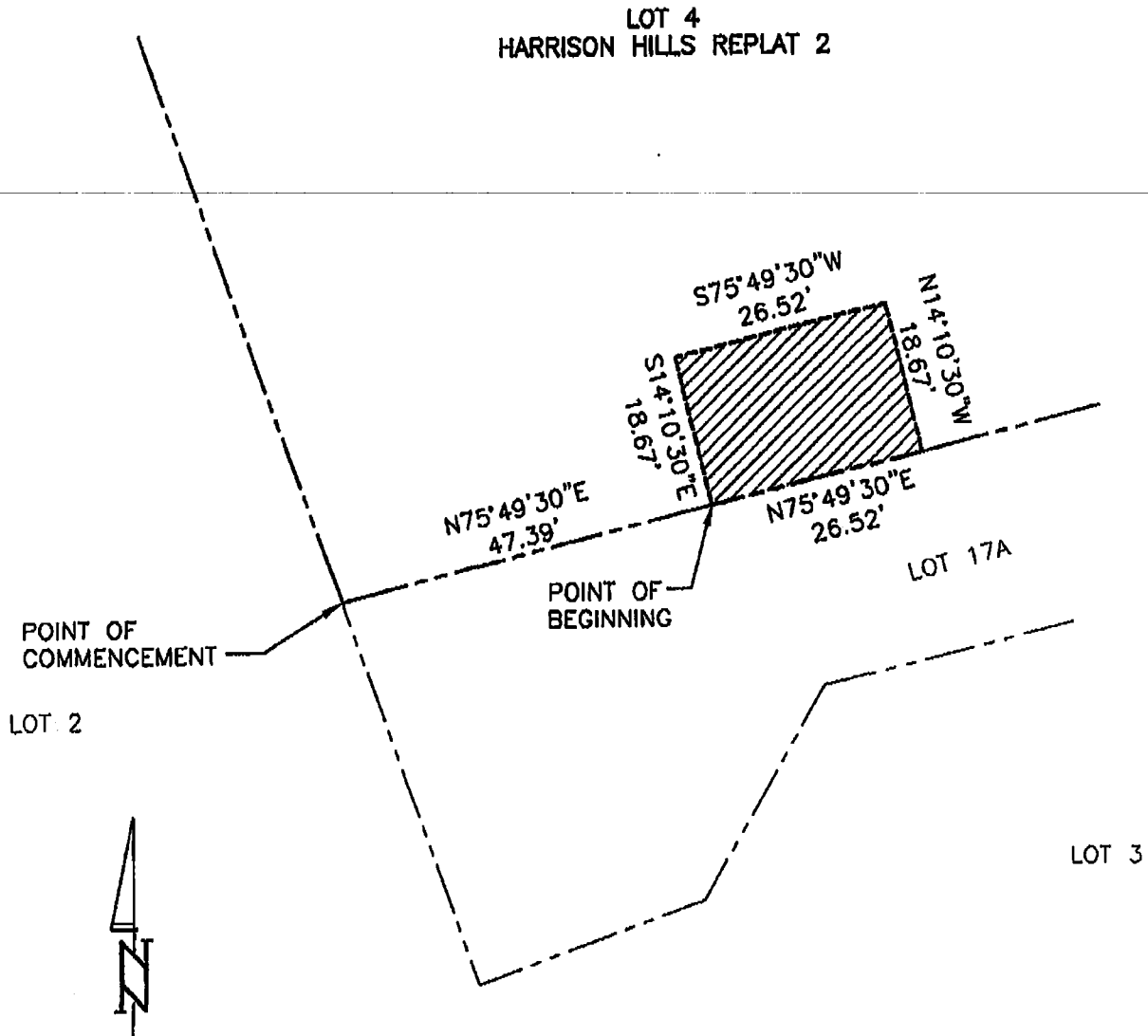
SCALE: 1"=30'

### 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 N75°49'30"E (ASSUMED BEARING) 93.20 FEET ON THE SOUTH LINE OF SAID LOT 4 TO THE POINT OF BEGINNING; THENCE CONTINUING N75°49'30"E 97.00 FEET ON THE SOUTH LINE OF SAID LOT 4; THENCE S75°49'30"W 97.00 FEET; THENCE N14°10'30"W 28.49 FEET; THENCE S14°10'30"E 28.49 FEET TO THE POINT OF BEGINNING.

BROADMOOR DEVELOPMENT                      TD2 FILE NO.: 1061-119-EASED                      DATE: JUNE 8, 2004  
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

2004-26378 D



### 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 N75°49'30"E (ASSUMED BEARING) 47.39 FEET ON THE SOUTH LINE OF SAID LOT 4 TO THE POINT OF BEGINNING; THENCE CONTINUING N75°49'30"E 26.52 FEET ON THE SOUTH LINE OF SAID LOT 4; THENCE N14°10'30"W 18.67 FEET; THENCE S75°49'30"W 26.52 FEET; THENCE S14°10'30"E 18.67 FEET TO THE POINT OF BEGINNING.

BROADMOOR DEVELOPMENT TD2 FILE NO.: 1061-119-EASEC DATE: JUNE 8, 2004  
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860