

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002 24715

2002 JUL -3 A 8:47 AM

Lloyd J. Dowding
REGISTER OF DEEDS

Counter Kh
Verify AM
D.E. AM
Proof on
Fee \$ 23.50
Ck Cash Chg *FNT*



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

DEVELOPMENT LICENSE

This Development License dated as of December 19, 2001, is between The City of La Vista, a Municipal Corporation in the State of Nebraska ("Licensor") and Harrison I-80 LLC, a Nebraska Limited Liability Company ("Licensee").

Preliminary Statement

Licensee has conveyed to Licensor Outlot A, Harrison Hills Subdivision, in Sarpy County, Nebraska (the "License Area") as a recreational open space set aside. Licensee is the owner of Lots 1, 2, 8, 9, 10 and 11 Harrison Hills Subdivision, which either adjoin or are adjacent to the License Area (collectively "Licensee's Property"). So that Licensee has the right to enter upon and transgress the License Area in connection with the development of Licensee's Property and (a) to grade the License Area along and in proximity to common lot lines as necessary, and (b) to perform utility connections with any utilities situated within the License Area along or in close proximity with the common lot lines of Licensee's property and the Licensed area, the Parties have agreed to enter into this Development License.

Terms and Conditions

In consideration of the foregoing Preliminary Statement, which is repeated in its entirety in this portion of this Development License and other valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

1. License.

Licensor hereby grants to Licensee and its successors and assigns, a non-exclusive license (i) to transgress the License Area as reasonably needed for the orderly development of the Licensee's Property, (ii) to perform grading activities and soil fill and soil removal activities within the License Area along and in proximity to the common lot lines of the License Area and Licensee's Property, and consistent with the grading plans submitted to and previously approved by the City of La Vista in connection with the Subdivision Agreement executed in connection with the Harrison Hills Subdivision in Sarpy County, Nebraska, and (iii) to perform underground utility connections serving the Licensee's Property with any utilities, sewers, cables, telephone and fiber optic lines (collectively "utilities") located within the License Area; in the event any such connections are made and such connections lie within a portion of the License Area which does not constitute an established recorded "utilities" easement area, then Licensee's license over such portion of the License Area shall be considered a non-exclusive underground easement whose duration shall exist for as long as the "utilities" to which the connection is made exists and is serving Licensee's Property.

2. Term.

A. This Development License shall terminate on the earlier of (i) the mutual agreement of the Parties, or (ii) the completion of development on both Lots 2 and 11 Harrison Hills Subdivision as evidenced by duly issued certificates of occupancy.

Ret. to: Harrison Hills, LLC,
c/o Sal Carta @ The Lerner Co.
10855 West Dodge Rd
64777 Omaha, Ne. 68154

24715

FNT

B. Notwithstanding the foregoing, in the event the Licensor reasonably determines that limiting access is necessary for the orderly development of the License Area, the Licensor shall have the right to terminate any one or all of the three licenses granted herein upon thirty (30) days prior written notice to Licensee. In the event of the termination of this Development License pursuant to this Section B., Licensor agrees that it will, upon appropriate application to the City, continue to permit connections to "utilities" within the License Area by the Licensee and its successors and assigns for the benefit of Licensee's Property in accordance with city regulations.

3. Notice to City.

Licensee shall file with the City Building Inspector ten (10) day advance written notice of intent to make connection of any utilities within the License Area together with the description of the connection and drawing of that portion of the License Area affected by the connection and its proximity to the boundary of the License Area and Licensee's Property.

4. Indemnity.

Licensee agrees to indemnify and hold harmless Licensor from and against any and all liabilities, damages, costs, expenses, including reasonable attorneys' fees, incurred by the Licensor as a result of the exercise by Licensee and its agents, employees, and contractors of the licenses granted under this Development License.

5. Miscellaneous.

This Development License shall (i) benefit the Licensee's Property and be binding upon the License Area, (ii) be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and (iii) be interpreted according to Nebraska Law. The invalidity of any provision of this Development License shall not invalidate the remaining provisions.



THE CITY OF LA VISTA

By: Harold Anderson
Name: HAROLD ANDERSON
Title: MAYOR

HARRISON 1-80 LLC

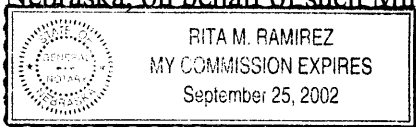
By: Jay R. Leiner
Jay R. Leiner, Member

By: Salvadore Carta
Salvadore Carta, Member

ACKNOWLEDGEMENTS

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

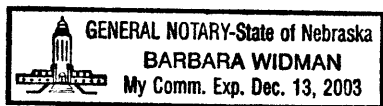
The foregoing instrument was acknowledged before me this 24th day of ~~December~~ ^{January}, ~~2001~~ ²⁰⁰² by Harold Anderson, Mayor of The City of La Vista, a Municipal Corporation in the State of Nebraska, on behalf of such Municipal Corporation.



Rita M. Ramirez
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 31st day of ~~December~~ ^{January}, ~~2001~~ ²⁰⁰² by Jay R. Lerner and Salvadore Carta, the sole members of Harrison I-80 LLC, on behalf of such Limited Liability Company.



Barbara Widman
Notary Public