

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-013835

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Flora J. ...
REGISTER OF DEEDS

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Proof AK
Fee \$ 20.50
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EASEMENT

THIS EASEMENT is made this 10th day of March, 1999 between RONALD U. OSBORN AND MYRNA D. OSBORN, husband and wife ("Grantors") and CHANDLER-KENNEDY SHOPPING CENTER, LLC, a Nebraska limited liability company ("Grantee").

Grantors, in consideration of the sum of Ten Dollars and other good and valuable considerations to them paid by the Grantee (the receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the Grantee, its successors and assigns, easements over and across the following described real estate (the "Property") in Sarpy County, Nebraska:

Tract A: Tax Lot 7A of Section 15, Township 14 North of Range 13 East of the 6th P.M. in Sarpy County, Nebraska

Grantee shall be entitled to fill and grade Tract A with dirt from the grading and excavation of its shopping center development to the south of Tract A according to the grading plan marked Exhibit A attached to and made a part of this Easement. All fill work shall be graded to within one foot of that called for by the grading plan and shall be compacted dirt. The top soil on Tract A shall be removed prior to filling, packing and grading and shall be replaced after such fill and seeded. All such work shall be done at the cost of Grantee.

This Easement shall terminate as to Tract A one year from this date, automatically, without further action on the part of Grantors or Grantee.

Grantee shall construct and maintain on the southern portion of Tract A a storm water detention basin. Provided, however, that the area of the storm water detention basin facility shall be no larger than the size which is reflected on Exhibit "A" and marked as "Detention Basin Boundary Area." Grantee and others in the natural drainage area shall be entitled to collect and drain water onto Tract A. Grantors shall be entitled to collect and drain surface water onto Tract A. Grantee shall be entitled to perform all grading and construct all outfall lines necessary to create the drainage and detention facility. Grantee shall not be responsible for toxic substances that may flow into the detention facility from Grantors' property. Grantors shall not be responsible for toxic substances that may flow into the detention facility from Grantee's property.

Grantee, its successors and assigns, shall have the right at all times to go upon Tract A to construct, maintain and repair the said drainage and detention facilities as may be necessary, and while nothing in this Easement shall be construed so as to grant any right to Grantee which shall in any way interfere with the safe and unrestricted use by Grantors of the land adjacent to said drainage and detention facilities, Grantee and Grantors shall not use nor attempt to use said property in such manner as would interfere with the proper, safe and continuous maintenance and use of said drainage and detention facilities and specifically shall not build thereon or thereover any structure which would interfere with the maintenance and unobstructed use thereof.

This Easement shall terminate as to Grantee's grading rights over Tract A one year from this date, automatically, without further action on the part of Grantors or Grantee. It shall be perpetual as to the storm water detention facility and Grantee's storm water drainage rights, and

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shall run with the land and benefit and be appurtenant to Grantee's proposed shopping center property described as follows:

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 15, Township 14 North of Range 13 East of the 6th P.M., in Sarpy County, Nebraska, except that part deeded to the State of Nebraska for road purposes, all more particularly described as follows: Beginning at the SW corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15; thence North (assumed bearing) 1323.48 feet on the West line of said NW $\frac{1}{4}$ to the NW corner of said NW $\frac{1}{4}$; thence S 89°42'14" E 928.23 feet on the North line of said NW $\frac{1}{4}$ to the West line of that part of said NW $\frac{1}{4}$ deeded to the State of Nebraska for road purposes; thence Southeasterly on the Westerly line of that part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15 that has been deeded to the State of Nebraska for road purposes on the following described seven courses; thence S 00°16'46" W 33.00 feet; thence S 69°24'40" E 106.60 feet; thence S 87°02'14" E 320.40 feet; thence N 87°51'35" E 65.90 feet; thence S 86°32'01" E 530.83 feet; thence S 71°18'30" E 221.36 feet; thence S 08°35'38" E 1154.27 feet to the South line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15; thence N 89°45'15" W 2325.72 feet on the South line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the South line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 15 to the point of beginning.

NOW KNOWN AS

Lots 1-16 and Outlots 1 and 2, Kennedy Center, an addition to the city of Bellevue, in Sarpy County, Nebraska.

Grantee shall, at its sole cost and expense, maintain and repair said storm-water detention facility for the term of its rights to use such facility. Grantor shall maintain the grass and ground cover once re-seeded by Grantee.

As a further consideration of this Easement, Grantee, at its expense, shall, within 12 months from the date of this Easement.

- (a) Reconstruct 19th Street as shown in Exhibit A to county standards as a public street;
- (b) Prepare a graded lot for a house pad as shown on Exhibit A;
- (c) Install remaining 12" drain pipe provided by Grantor to continue to extend existing drain pipes;
- (d) Remove trees near shed to be marked by Grantor;
- (e) Provide rough grading for future driveway as shown in Exhibit A.

Any and all costs associated with this grant, Grantee's use of the easement on attached Exhibit "A" shall be the sole responsibility of the Grantee. Such costs shall include, but are not limited to, all fill, grading, compaction, removal, construction, and any repair and maintenance costs and expenses. Grantee shall indemnify and hold the Grantors harmless from all such costs and any other claims, obligations, damages, or other such costs associated with the grant of this easement, the use of the easement, and continued maintenance or repair of the easement.

TO HAVE AND TO HOLD the Easement property with all the rights, privileges, appurtenances and immunities thereto belonging in any way appertaining unto the Grantee and

until its successors and assigns; the Grantors hereby covenanting that they are lawfully seized of an indefeasible estate in the Property; that they have good right to convey the same; that the Property is free and clear from any encumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the Property unto the Grantee and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Ronald U. Osborn
Ronald U. Osborn

Myrna D. Osborn
Myrna D. Osborn

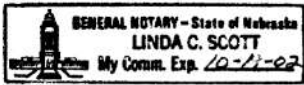
CHANDLER-KENNEDY SHOPPING CENTER, LLC
Jeffrey L. Peterson
Jeffrey L. Peterson, Member/Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

On this 18th day of March, 1999, before me the undersigned, a Notary Public, personally appeared Ronald U. Osborn and Myrna D. Osborn, husband and wife, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My term expires: 10-19-02



Linda C. Scott

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

On this 18th day of March, 1999, before me the undersigned, a Notary Public, personally appeared Jeffrey L. Peterson, Member/Manager, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My term expires: 10-19-02



Linda C. Scott

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EXHIBIT A

