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SUBMITTED <u>SPENCE TITLE SERVICES - TITLE</u>

FILED SARPY CO. NE. INSTRUMENT NUMBER 2012-06253 2012 Mar 02 10:36:49 AM <i>Gregory J. Dowling</i> REGISTER OF DEEDS 

ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENTS (this "Assignment") is made this 16th day of February, 2012 between KENNEDY TOWN CENTER, LLC, a Nebraska limited liability company (hereinafter "KTC"), as assignor, and SANITARY AND IMPROVEMENT DISTRICT NO. 280 OF SARPY COUNTY, NEBRASKA (hereinafter "SID 280"), as assignee.

WITNESSETH:

WHEREAS, KTC is the successor-in-interest to the Easement Agreements (as hereinafter defined), granted to Chandler-Kennedy Shopping Center, LLC, a Nebraska limited liability company ("CKSC"); and

WHEREAS, SID 280 is a Sanitary and Improvement District with jurisdiction over the storm water drainage system within the Easement Areas (as defined herein); and

WHEREAS, the parties wish to provide for the assignment and assumption of the Easement Agreements and maintenance of the storm water drainage systems contained within the Easement Areas.

NOW, THEREFORE, in consideration of the preambles hereinabove set forth and the mutual understanding of the parties, it is agreed as follows:

1. That KTC does hereby assign its interest as successor grantee to SID 280 and SID 280 accepts the assignment of the following easement agreements, which easement agreements are collectively referred to herein as the "Easement Agreements":

- a. Easement dated March 10, 1999, granted by Ronald U. Osborn and Myrna D. Osborn to CKSC, recorded on May 7, 1999 with the Sarpy County Register of Deeds as Instrument No. 99-013835, affecting the following legally described real property:

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

b. Easement dated March 10, 1999, granted by Lester L. Flock and Dorothy H. Flock to CKSC, recorded on June 3, 1999 with the Sarpy County Register of Deeds as Instrument No. 99-017476, affecting the following legally described real property:

The West One Half (W ½) of Tax Lot 8, in Section 15, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska together with the West 71.5” of the East One Half (E ½) of Tax Lot 8, a/k/a TL8A and also being located in Section 15, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska (“Tract B”).

c. Easement dated March 10, 1999, granted by Paul J. Flock and Sandra Flock to CKSC, recorded on June 3, 1999 with the Sarpy County Register of Deeds as Instrument No. 99-017477, affecting the following legally described real property:

Lots 6, 7 and 8, Block 2, Swift Place, a Subdivision in Sarpy County, Nebraska (“Tract C”); (Tract A, Tract B, and Tract C are collectively referred to herein as the “Easement Areas”).

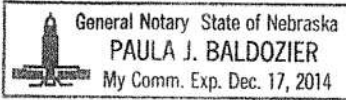
2. Each of the Easement Agreements sets forth the right and obligation of KTC, as successor-in-interest to CKSC, to maintain a storm water detention facility and storm water drainage system within the Easement Areas for the benefit of Kennedy Center, a subdivision in Sarpy County, Nebraska. KTC does hereby assign its duties, obligations, rights, title and interest in the Easement Agreements, specifically including the obligation to maintain the detention facilities and storm water drainage facilities within the Easement Areas, to SID 280 and SID 280 does hereby accept said assignment and agrees to assume all of the duties and obligations, at its expense, to maintain and repair the storm water detention facilities and storm water drainage system as provided in the above described Easement Agreements.

3. This Assignment may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one agreement. Each counterpart may be delivered by facsimile or computer-scanned image transmission. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

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

KENNEDY TOWN CENTER, LLC, assignor

By [Signature]
Michael G. Kucera, Member Managing Board



By [Signature]
Pat J. Chudomelka, Member Managing Board

By [Signature]
Douglas J. Long, Member Managing Board

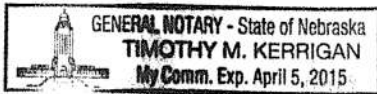
STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 29 day of February, 2012 by Michael G. Kucera, Manager, on behalf of Kennedy Town Center, LLC, a Nebraska limited liability company.

[Signature]
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 28 day of February, 2012 by Pat J. Chudomelka, Manager, on behalf of Kennedy Town Center, LLC, a Nebraska limited liability company.



[Signature]
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 21st day of February, 2012 by Douglas J. Long, Manager, on behalf of Kennedy Town Center, LLC, a Nebraska limited liability company.

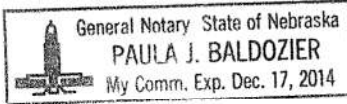
[Signature]
Notary Public



ACCEPTANCE

Sanitary and Improvement District No. 280 of Sarpy County, Nebraska does hereby accept the assignment of said easement rights and assumes all of the duties and obligations under the Easement Agreements as set forth above.

SANITARY AND IMPROVEMENT DISTRICT NO. 280 OF SARPY COUNTY, NEBRASKA, assignee



By [Signature]
Chairman

By [Signature]
Clerk

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 29 day of Feb, 2012, by Michael G. Kuwera, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which (s)he acted, executed the instrument. (S)He is the Chairman of Sanitary and Improvement District No. 280 of Sarpy County, Nebraska, and (s)he acknowledged, signed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

[Signature]
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 24th day of February, 2012, by Steve R Schnell, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which (s)he acted, executed the instrument. (S)He is the Clerk of Sanitary and Improvement District No. 280 of Sarpy County, Nebraska, and (s)he acknowledged, signed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

[Signature]
Notary Public

