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SUBMITTED NEBRASKA TITLE COMPANY-OM

NEBRASKA DOCUMENTARY STAMP TAX Mar 26, 2015 \$ Ex023 By PM

FILED SARPY CO. NE. INSTRUMENT NUMBER
2015-06463
2015 Mar 26 02:44:12 PM
Though J. Downling
REGISTER OF DEEDS

PERMANENT EASEMENT

This indenture made this <u>23</u> day of March 2015, by and between Michael McCormack, John W. McClellan III, Trustee of the Patricia A. McClellan's Family Trust, Samuel J. Akins, Zachary M. Akins, John P. Akins, John S. Elliott, Successor Trustee of the Frank J. Wear Revocable Trust dated October 26, 1995 as amended under date of October 10, 2003, John H. Wear, Christopher D. Wear, Susan E. Wear, Wear Family, L.L.C. and Hanley Family, LLC, a Nebraska limited liability company (hereinafter collectively referred to as "Grantor"), and J & H Investments, L.L.C., a Nebraska limited liability company, its successors and assigns (the "Grantee").

WITNESSETH:

That Grantor in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, does hereby grant and convey to Grantee the following:

A perpetual non-exclusive Easement for the installation, replacement, operation, repair and maintenance of water and sanitary sewer lines and any appurtenances and facilities thereto (the "Easement") under, above and across the following described real property (the "Property"):

That part of Tax Lot 4, in the East half of the NE Quarter of Section 23, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, described as follows: beginning at the NE corner of Lot 1, Lakeview South II Replat Five, a subdivision in said Sarpy County; thence N89°13'02"W (assumed bearing) 928.40 feet on the North line of said Lot 1 and its Westerly extension; thence N00°26'39"E 50.00 feet; thence S89°13'02"E 879.92 feet on a line 50.00 feet North of and parallel with the North line of said Lot 1 and its Westerly extension; thence N02°12'48"E 880.25 feet on a line 50.00

Record & Return to: Adams & Sullivan, P.C., L.L.O., 1246 Golden Gate Drive, Suite 1, Papillion, NE 68046

feet West of and parallel with the West line of State Highway 50; thence N12°19'58"W 104.36 feet on a line 50.00 feet West of and parallel with the West line of State Highway 50 to the South line of Giles Road; thence S81°55'37"E 53.35 feet on the South line of Giles Road to the West line of State Highway 50; thence S12°19'58"E 92.14 feet on the West line of State Highway 50; thence S02°12'48"W 935.40 feet West line of State Highway 50 to the point of beginning

To have to hold said Easement unto said Grantee, its heirs, successors, and assigns, in perpetuity. This Easement shall run with the land and shall be binding upon Grantor's and Grantee's heirs, successors and assigns. Said Easement is depicted on the survey attached hereto as Exhibit "A". If any terms and provisions contained within the easement differ from the attachment, the easement shall prevail and supercede the attachment.

That Grantee will not allow or permit any lien to be filed on claimed against the Property; that Grantee will not commit waste on the property, will remove building materials and rubbish related to its use of the Property, and will restore the surface of the Property to is condition prior to Grantee's use thereof at no cost to Grantor.

Further, that Grantee will indemnify and hold Grantor, its members and managers, heirs, successors and assigns, harmless from, any loss, cost, expense, claim, suit or liability whatsoever, including reasonable attorneys fees resulting from or in connection with Grantee's use of the Property.

That Grantor covenants and agrees that it is the owner in fee of the above described property; that it has a good right to convoy the same; that said property is free of liens and encumbrances or suffered by it or those whom it claims; and that it will warrant and defend the title thereto against the claims and demands of all persons whomsoever.

That Grantor may connect to either or both of said water or sewer line for the benefit of the following described property:

Part of Tax Lot 4, in Section 23, Township 14 North, Range 11 East of the 6th P.M., except Meadows Boulevard and except that part platted as Lakeview South and except that part platted as Lakeview South No. 7 Replat 1, and except those parts conveyed t the State of Nebraska for Highway purposes, subject to statutory roads, in Sarpy County, Nebraska, more particularly described as follow: Commencing at the NW corner of the East ½ of the NE ¼ of said Section 23; thence S 00°23'28"W (assumed bearing) 33.00 feet on the West line of said East ½ to the point of beginning; thence continuing S00°23'28"W 1060.59 feet on the West line of said East ½; thence S89°13'02"E 1230.40 feet on the Northerly lines of Lot 2, said Lakeview South II Replat 2 and Lot 1, Lakeview South II Replat Five and their Westerly extension to the Westerly line of State Highway 50; thence N02°12'48"E 935.40 feet on the Westerly line of State Highway 50; thence N12°19'58"W 92.14 feet on the Westerly line of State Highway 50; thence N12°19'58"W 97.14 feet on the Westerly line of State Highway 50 to the Southerly line of Giles Road; thence N00°07'88"W 17.00 feet on the Southerly line of Giles Road; thence N89°55'41"W 979.36 feet on the Southerly line of Giles Road and on a line 33.00 feet

South of and parallel with the North line of said NE ½ to the point of beginning (the "Parcel")

provided however, that Grantor reimburses Grantee one-half of the costs of the installation of whichever line or both lines prior to such connection. In the event Grantor develops its Parcel first, said lines may be installed by Grantor and Grantor shall be reimbursed by Grantee one-half of the costs of installation of whichever line or both lines prior to connection by Grantee. In either event, such lines shall be installed with adequate sizing for the utilization of both the Property and the Parcel. This provision shall run with the land and shall be binding upon Grantor's and Grantee's heirs, successors and assigns.

	IN WITNESS WHEREOF, the parties h	nave caused this Easement to be signed on the day
	and year first above written. Michael McCormack	Patricia A. McClellan's Family Trust, By:
	Samuel J. Akins By: When Jewer Michael McCormack Agent under Power of Attorney Dated: Dec 31, 2014	By: McAkins By: McCormack Agent under Power of Attorney Dated: Qec 31, 2014
1	By: Melul Recorded Michael McCormack Agent under Power of Attorney Dated: 18, 2014	Frank J. Wear Revocable Trust dated October 26, 1995, as amended under date October 10, 2003, By: John S. Elliott, Successor Trustee
	John H. Wear	Christopher D. Wear
	Susan E. Wear	Wear Family, L.L.C.
	By: Christopher D. Wear Agent under Power of Attorney Dated:	By:, Manager/Member

South of and parallel with the North line of said NE ¼ to the point of beginning (the "Parcel")

provided however, that Grantor reimburses Grantee one-half of the costs of the installation of whichever line or both lines prior to such connection. In the event Grantor develops its Parcel first, said lines may be installed by Grantor and Grantor shall be reimbursed by Grantee one-half of the costs of installation of whichever line or both lines prior to connection by Grantee. In either event, such lines shall be installed with adequate sizing for the utilization of both the Property and the Parcel. This provision shall run with the land and shall be binding upon Grantor's and Grantee's heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Easement to be signed on the day and year first above written.

	Patricia A. McClellan's Family Trust,
Michael McCormack	
	By: John W. McClellan, III, Trustee
	John W. McClellan, III, Trustee
Samuel J. Akins	Zachary M. Akins
By:	By:
By: Michael McCormack	By: Michael McCormack
Agent under Power of Attorney	Agent under Power of Attorney
Dated:	Dated:
John P. Akins	Frank J. Wear Revocable Trust dated October 26, 1995, as amended under
By:	date October 10, 2003,
Michael McCormack	20000
Agent under Power of Attorney	By: All Sollith Su Juste
Dated:	John S. Elliott, Successor Trustee
John H. Wear	Christopher D. Wear
Susan E. Wear	Wear Family, L.L.J. By: Wear Family, L.L.J. Manager/Member
By:	By: Jaloun Ewany
Christopher D. Wear	3/33/15 , Manager/Member
Agent under Power of Attorney	,
Dated:	

South of and parallel with the North line of said NE ¼ to the point of beginning (the "Parcel")

provided however, that Grantor reimburses Grantee one-half of the costs of the installation of whichever line or both lines prior to such connection. In the event Grantor develops its Parcel first, said lines may be installed by Grantor and Grantor shall be reimbursed by Grantee one-half of the costs of installation of whichever line or both lines prior to connection by Grantee. In either event, such lines shall be installed with adequate sizing for the utilization of both the Property and the Parcel. This provision shall run with the land and shall be binding upon Grantor's and Grantee's heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Easement to be signed on the day and year first above written.

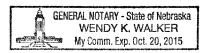
	Patricia A. McClellan's Family Trust,	
Michael McCormack	·	
	By:	
	By: John W. McClellan, III, Trustee	
Samuel J. Akins	Zachary M. Akins	
By:	By:	
Michael McCormack	By: Michael McCormack	
Agent under Power of Attorney	Agent under Power of Attorney	
Dated:	Dated:	
John P. Akins	Frank J. Wear Revocable Trust dated October 26, 1995, as amended under	
By:	date October 10, 2003,	
Michael McCormack		
Agent under Power of Attorney	By:	
Dated:	By:	
John H. Wear	Christopher D. Wear	
- Jusan E. Wear		
Susan E. Wear 2/25/15	Wear Family, L.L.C.	
· •	By:	
	, Manager/Member	

Hanley Family, LLC, a Nebraska limited liability company
By:, Manager/Member
, Manager/Member
STATE OF New Costa
STATE OF Vebrasia) COUNTY OF Sapy)
On this 23 day of March 2015, before me a Notary Public, qualified for said county, personally came, Michael McCormack, known to the identical person who signed
the foregoing instrument as Seller, and acknowledged the execution thereof to be his
voluntary act and deed for the purposes therein expressed. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my
seal at Vapillion, the last day above written.
Notary Public A GENERAL NOTARY - State of Nebraska
WENDY K. WALKER My Comm. Exp. Oct. 20, 2015
A
STATE OF Mebrasica) SS. COUNTY OF Dead of
STATE OF <u>Mebrasica</u>) ss. COUNTY OF <u>Douglas</u>)
On this day of March 2015, before me a Notary Public, qualified for said
county, personally came, John W. McClellan, Trustee of the Patricia A. McClellan's
Family Trust, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his voluntary act and deed for the
purposes therein expressed on behalf of the Trust.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at, Nebraska, on the last day above written.
Notary Public A GENERAL NOTARY - State of Nebraska
WENDY K. WALKER My Comm. Exp. Oct. 20, 2015
STATE OF)

STATE OF Nebraska)
STATE OF Nebraska))ss. COUNTY OF Sarpy)
On this 33 day of March 2015, before me a Notary Public, qualified for said county, personally came, Michael McCormack, as Agent for Samuel J. Akins, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed on behalf of Samuel J. Akins. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Papillion, on the last day above written.
STATE OF Nebraska WENDY K. WALKER WENDY K. WALKER My Comm. Exp. Oct. 20, 2015
On this 33 day of March 2015, before me a Notary Public, qualified for said county, personally came, Michael McCormack, as Agent for Zachary M. Akins, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed on behalf of Zachary M. Akins. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Agent for Zachary M. Akins, on the last day above written.
Notary Public
STATE OF Nebruska) SS. GENERAL NOTARY-State of Nebraska WENDY K. WALKER My Comm. Exp. Oct. 20, 2015
On this 3 2 day of March 2015, before me a Notary Public, qualified for said

On this day of March 2015, before me a Notary Public, qualified for said county, personally came, Michael McCormack, as Agent for John P. Akins, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed on behalf of John P. Akins.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at _______, nebraska______, on the last day above written.



Notary Public

STATE OF Who rasky))SS. GENERAL NOTARY-State of Nebraska SCOTT B LAMB SCOTT B LAMB NAY Comm. Exp. February 22, 2018
COUNTY OF Novalus)ss.
On this 23 day of March 2015, before me a Notary Public, qualified for said county, personally came, John S. Elliott, Successor Trustee of the Frank J. Wear Revocable Trust dated October 26, 1995, as amended under date of October 10, 2003, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed on behalf of the Trust. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
STATE OF Mellowship) COUNTY OF Dougles) STATE OF My Comm. Exp. February 22, 2016
On this 23 day of March 2015, before me a Notary Public, qualified for said county, personally came, John H. Wear, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at,
STATE OF Notaska COUNTY OF Dougles STATE OF Notaska SCOTT B LAMB My Comm. Exp. February 22, 2018
On this 23 day of March 2015, before me a Notary Public, qualified for said county, personally came, Christopher D. Wear, known to the identical person who signed the foregoing instrument as Seller, and acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at
Notary Public

COUNTY OF Contra Costa)ss.	
On this <u>73</u> day of March 2015, before mocounty, personally came, Susan E. Wear, known to foregoing instrument as Seller, and acknowledged to voluntary act and deed for the purposes therein exp IN WITNESS WHEREOF, I have hereunto seal at,	the identical person who signed the the execution thereof to be his ressed on behalf of the ward. subscribed my name and affixed my
STATE OF	Notary Public See Attached Notary Document
On this day of March 2015, before moderate county, personally came, limited liability person who signed the foregoing instrument as Sell thereof to be his/her voluntary act and deed for the of the Company. IN WITNESS WHEREOF, I have hereunto seal at,	_, Manager/Member of Wear Family, company, known to the identical ler, and acknowledged the execution purposes therein expressed on behalf subscribed my name and affixed my
	Notary Public
STATE OF	
On this day of March 2015, before mounty, personally came,	, Manager/Member of Hanley , known to the identical person who welledged the execution thereof to be rein expressed on behalf of the subscribed my name and affixed my
	•

Notary Public

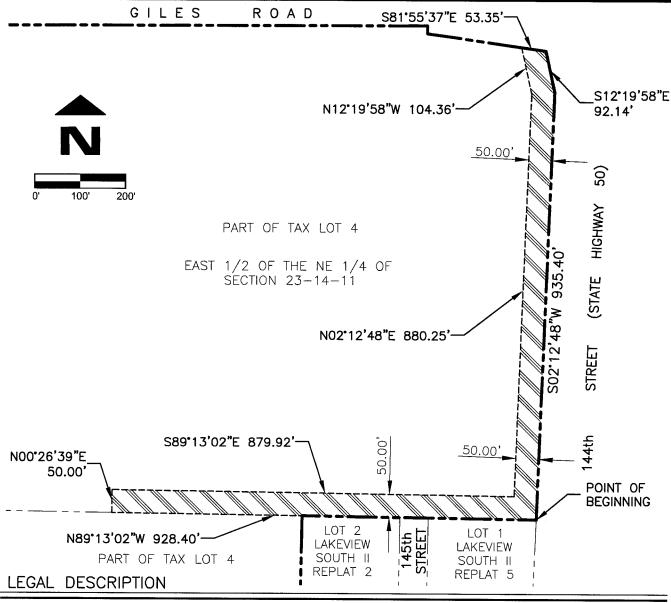
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California CONTRA COS	STA)	
On MARCH 23rd 2015	before me,	GARRETT BUSSE , NOTARY PUBLIC (insert name and title of the officer)
personally appearedSUSAN E	. WEAR	
subscribed to the within instrume his/her/their authorized capacity(nt and acknow ies), and that b	vidence to be the person(s) whose name(s) is/are vidence to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
certify under PENALTY OF PEF paragraph is true and correct.	RJURY under t	he laws of the State of California that the foregoing
WITNESS my hand and official s	eal.	GARRETT JONATHAN BUSSE Commission # 2090380 Notary Public - California Contra Costa County My Comm. Expires Nov 17, 2018
		My Comm Expires Nov 1/ 2018

STATE OF)	
)ss.	
COUNTY OF)	
county, personally came, Christophe identical person who signed the fore execution thereof to be his voluntary behalf of the ward.	er D. Wear, as A going instrume y act and deed for the law hereunto	or the purposes therein expressed on subscribed my name and affixed my
		Notary Public
STATE OF NEBRASKA COUNTY OF DOUGLAS))ss.)	GENERAL HOTARY-State of Hebraska SCOTT B LAMB My Comm. Exp. February 22, 2016
county, personally came, KOBERT L.L.C., a NEBERS KA II person who signed the foregoing ins thereof to be his/her voluntary act ar of the Company. IN WITNESS WHEREOF, I	EWEAR Trimited liability strument as Sell and deed for the have hereunto EBLASKA-lebraska	
STATE OF))ss.	
On this day of March county, personally came, Family, LLC, a Nebraska limited lia signed the foregoing instrument as Shis/her voluntary act and deed for th Company. IN WITNESS WHEREOF, I	bility company Seller, and ackn e purposes ther	owledged the execution thereof to be
		Notary Public

STATE OF)		
)ss.		
COUNTY OF)		
county, personally came, Christ identical person who signed the execution thereof to be his volubehalf of the ward.	opher D. Wear foregoing instruction tary act and do OF, I have here	rument as Seller, and ackneed for the purposes therein tunto subscribed my name	ear, known to the owledged the n expressed on and affixed my
		Notary Public	
STATE OF)		
COUNTY OF)ss.)		
county, personally came,	g instrument as act and deed for OF, I have here	s Seller, and acknowledged the purposes therein expr cunto subscribed my name	the execution essed on behalf and affixed my
		Notary Public	
county, personally came, <u>[ff](N)</u> Family, LLC, a Nebraska limite signed the foregoing instrument his/her voluntary act and deed for	gare 1 H Ko. d liability com as Seller, and	pany, known to the identic acknowledged the execution	f Hanley al person who on thereof to be
		unto subscribed my name , on the last day	
GENERAL NOTARY - S JESSICA My Comm. Exp. 0	L, DILEY	Notary Public	y



THAT PART OF TAX LOT 4, IN THE EAST HALF OF THE NE QUARTER OF SECTION 23, T14N, R11E OF THE 6TH P.M. SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF LOT 1, LAKEVIEW SOUTH II REPLAT FIVE, A SUBDIVISION IN SAID SARPY COUNTY;

THENCE N89'13'02"W (ASSUMED BEARING) 928.40 FEET ON THE NORTH LINE OF SAID LOT 1 AND ITS WESTERLY EXTENSION;

THENCE N00'26'39"E 50.00 FEET;

THENCE S89'13'02"E 879.92 FEET ON A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1 AND ITS WESTERLY EXTENSION;

THENCE NO2'12'48"E 880.25 FEET ON A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF STATE HIGHWAY 50;

THENCE N12*19'58"W 104.36 FEET ON A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF STATE HIGHWAY 50 TO THE SOUTH LINE OF GILES ROAD;

THENCE S81'55'37"E 53.35 FEET ON THE SOUTH LINE OF GILES ROAD TO THE WEST LINE OF STATE HIGHWAY 50;

THENCE S12'19'58"E 92.14 FEET ON THE WEST LINE OF STATE HIGHWAY 50;

THENCE S02'12'48"W 935.40 FEET WEST LINE OF STATE HIGHWAY 50 TO THE POINT OF BEGINNING;



Job Number: 1642-15-1A(EX)

thompson, dreessen & dorner, inc 10836 Old Mill Rd Omaha, NE 68154

p.402.330.8860 f.402.330.5866 td2co.com

Date: MARCH 5, 2015 Drawn By: RJR Reviewed By: CED

Revision Date:

EXHIBIT "A"

HEIMES CORPORATION

Book Page