

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

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
**2012-06252**  
2012 Mar 02 10:36:47 AM  
*Gregory J. Dowling*  
REGISTER OF DEEDS



RELEASE AND TERMINATION OF EASEMENT

WHEREAS, the undersigned Larry and Cynthia Cascio, husband and wife, are the successors in interest to Alfred F. Cascio and Eileen L. Cascio, Grantors, and Kennedy Town Center, LLC is the successor in interest to Chandler-Kennedy Shopping Center, L.L.C., Grantee, under that certain Easement dated December 20, 1998 and recorded on January 7, 1999 as Instrument No. 99-000490 in the Register of Deeds for Sarpy County, Nebraska (the "Easement"); a copy of which is attached hereto; and

WHEREAS, the Easement has already terminated by its terms with respect to Tract A, and with respect to Grantee's grading rights over Tract B as described in the Easement; and

WHEREAS, the undersigned desire to terminate the Easement and all of their rights, title and interest under the Easement;

After recording, return to:  
Robert J. Huck, Esq.  
Croker Huck Law Offices  
2120 So. 72<sup>nd</sup> Street, Suite 1200  
Omaha, NE 68124

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned do hereby release, abandon, relinquish, cancel and terminate the Easement and all of their respective rights, title and interest under the Easement including any obligations and liabilities of either party contained in the Easement. The Easement affects the properties specifically identified therein, except that the property identified as Lots 1-16 and Outlots 1 and 2, Kennedy Center, an addition to the city of Bellevue, in Sarpy County, Nebraska, are now platted as:

Lots 10-53 (inclusive), Kennedy Town Center Replat One

Lots 1-5 (inclusive), Kennedy Town Center Replat Two

Lots 1-6 (inclusive), Kennedy Town Center Replat Three

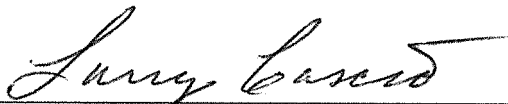
Lots 1 and 2 and Outlot A, Kennedy Town Center Replat Four; and


Lots 74, 75 and 81, Kennedy Town Center,

all of which are subdivisions in Sarpy County, Nebraska.

This Release and Termination of Easement may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original. This Release and Termination of Easement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Release and Termination of Easement.

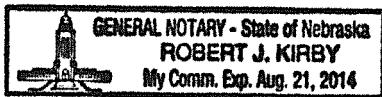
IN WITNESS WHEREOF, the undersigned have caused this Release and Termination of Easement to be signed this 28 day of February, 2012.

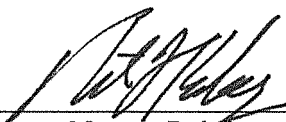
  
\_\_\_\_\_  
LARRY CASCIO

  
\_\_\_\_\_  
CYNTHIA CASCIO

STATE OF NEBRASKA     )  
  ) SS  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2012 by Larry Cascio and Cynthia Cascio.



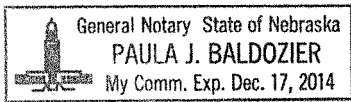
  
\_\_\_\_\_  
Notary Public

KENNEDY TOWN CENTER, LLC, a Nebraska limited liability company,

By: *[Signature]*  
Michael G. Kucera, 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.



*Paula J. Baldozier*  
Notary Public

KENNEDY TOWN CENTER, LLC, a Nebraska limited liability company,

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

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2012 by Douglas J. Long, Manager, on behalf of Kennedy Town Center, LLC, a Nebraska limited liability company.



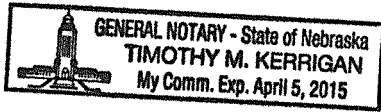
*Lori T. Hill*  
Notary Public

KENNEDY TOWN CENTER, LLC, a Nebraska limited liability company,

By: Pat J. Chudomelka  
Pat J. Chudomelka, Member Managing Board

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.



Timothy M. Kerrigan  
Notary Public

00455701-2.DOC

99-00490A

EASEMENT

THIS EASEMENT is made this 20th day of December, 1998, between ALFRED F. CASCIO and HILEENI CASCIO, husband and wife ("Grantors") and CHANDLER-KENNEDY SHOPPING CENTER, L.L.C., 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 and rights-of-way over and across the following described real estate (the "Property") in Sarpy County, Nebraska:

Tract A: As set forth on the attached Exhibit marked "Tract A" and described as a temporary grading easement over and across the westerly 317.94 feet of Lots 1 and 2, CASCIO THOROUGHBERED ACRES, a subdivision of land in Sarpy County, Nebraska, and all of Lot 103B, CHILDS ESTATE ACRES, a subdivision of land in Sarpy County, Nebraska;

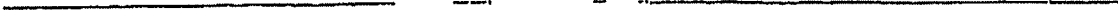
Tract B: As set forth on the attached Exhibit marked "Tract B" and described as a temporary grading easement over Lots 69 and 82 and a permanent drainage storm-water detention easement over and across Lot 69 (as depicted on Exhibit "A"), CHILDS ESTATE ACRES, a subdivision in Sarpy County, Nebraska.

Grantee shall be entitled to fill and grade Tract A with excess dirt from the grading and excavation of its shopping center development adjacent to and north 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. All such work shall be done to the same specifications as the Kennedy Center and at the cost of Grantee.

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

Grantee shall construct and maintain on Tract B a storm-water detention basin adequate in size to serve a portion of Grantee's proposed shopping center adjacent to and north of Tract B, as well as Grantors' adjoining property. 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 shall be entitled to collect and drain surface water from such shopping center onto Tract B. Grantors shall be entitled to collect and drain surface water onto Tract B. Grantee shall be entitled to fill Tract B with excess dirt from the shopping center development, 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.

HTS



99-00490E

Grantee, its successors and assigns, shall have the right at all times to go upon Tract B 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 B two years 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 shall run with the land and benefit and be appurtenant to Grantee's proposed shopping center property described as follows:

The Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 15, Township 14 North of Range 13 East of the 6<sup>th</sup> 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 1/4 of the SW 1/4 of said Section 15; thence North (assumed bearing) 1323.48 feet on the West line of said NW 1/4 to the NW corner of said NW 1/4; thence S 89°43'14" E 928.23 feet on the North line of said NW 1/4 to the West line of that part of said NW 1/4 deeded to the State of Nebraska for road purposes; thence Southeasterly on the Westerly line of that part of the NE 1/4 of the SW 1/4 and the NW 1/4 of the SW 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 1/4 of the SW 1/4 of said Section 15; thence N 89°45'15" W 2325.72 feet on the South line of the NE 1/4 of the SW 1/4 and the South line of the NW 1/4 of the SW 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.

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

99-00490C

(a) seek to vacate Sautter Avenue between 21<sup>st</sup> and 22<sup>nd</sup> Street so that the ownership thereof shall vest in the adjoining properties, one-half each;

(b) replat Sautter Street between 23<sup>rd</sup> and 25<sup>th</sup> Street so that the south half thereof shall be on the Grantors' property and the North one-half on Grantee's property and construct and install that portion according to city standards for dedication to the public;

(c) remove the existing barn on 23<sup>rd</sup> Street;

(d) remove the existing farmhouse lying immediately north of the Grantors' house; and

(e) relocate the mobile home now situated north of the barn to 8006 S. 25<sup>th</sup> Street.

The mobile home shall be relocated as indicated above. Such relocation shall be done to the specifications set forth in the attached grading plan and at Grantors' reasonable request. The farmhouse and its support structure shall be removed, including, but not limited to, any footings, basement, sewer, underground plumbing and septic, if any.

Any and all costs associated with this grant, Grantee's use of the easement and the construction of the street named Sautter Avenue 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.

Upon the removal of the barn and farmhouse (items c and d above), Grantee shall pay Grantors the sum of \$30,000 in cash.

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



99-00140D

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

Alfred F. Cascio  
Alfred F. Cascio

Eileen I. Cascio  
Eileen I. Cascio

CHANDLER-KENNEDY SHOPPING CENTER,  
L.L.C.

By: Jeffrey L. Peterson  
Member Manager

STATE OF NEBRASKA )  
COUNTY OF Sarpy ) ss:

On this 10 day of December, 1998, before me, the undersigned, a Notary Public, personally appeared Alfred F. Cascio and Eileen I. Cascio, husband and wife, to me known to be the persons 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: March 21, 2004  
Bernard Tompkins  
Notary Public in and for said County and State

STATE OF Nebraska )  
COUNTY OF Douglas ) ss:

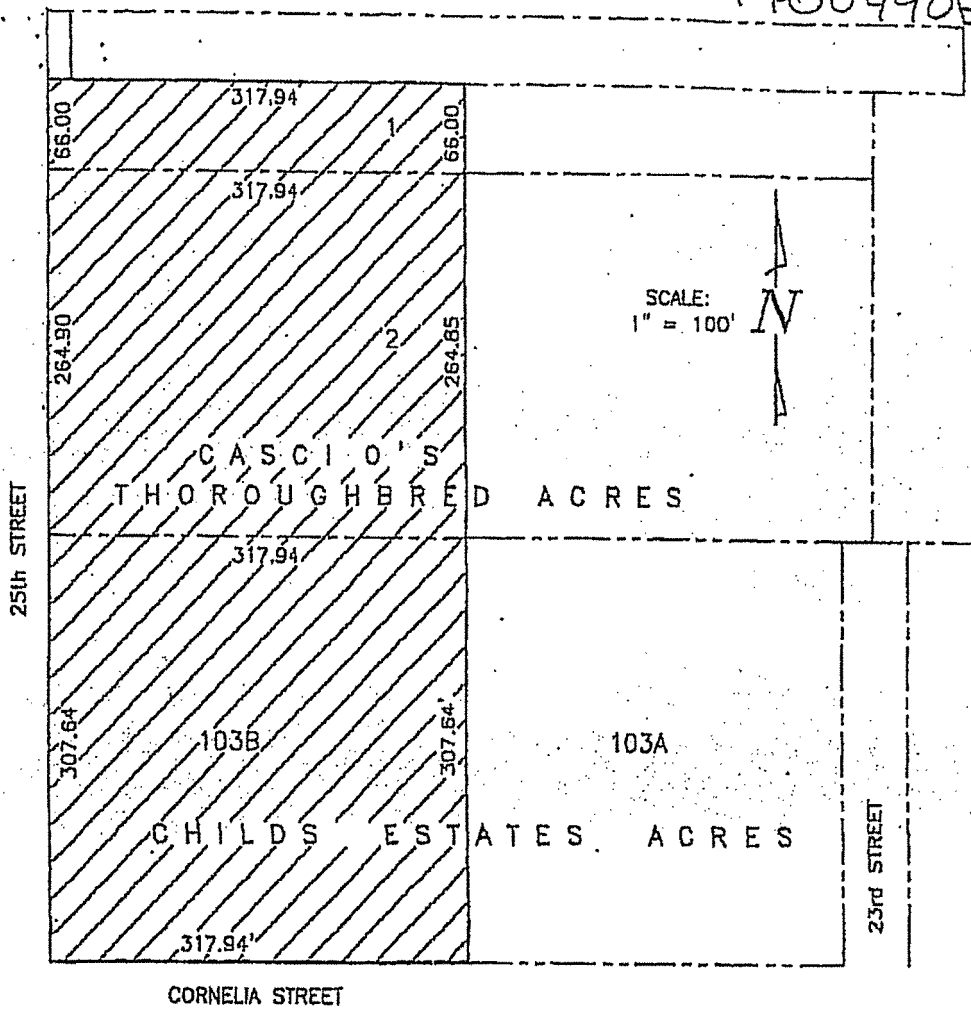
On this 7 day of January, 1999, before me, appeared Jeffrey L. Peterson me personally known, who being by me duly sworn, did say that he/she is the he of Chandler-Kennedy Shopping Center, L.L.C., a Nebraska limited liability company, and acknowledged said instrument to be the free act and deed of said company.

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

My term expires: 3 May 2000  
Regina M. Brezina  
Notary Public in and for said County and State

GENERAL NOTARY-State of Nebraska  
REGINA M. BREZINA  
My Comm. Exp. 5/1/00

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**LEGAL DESCRIPTION**

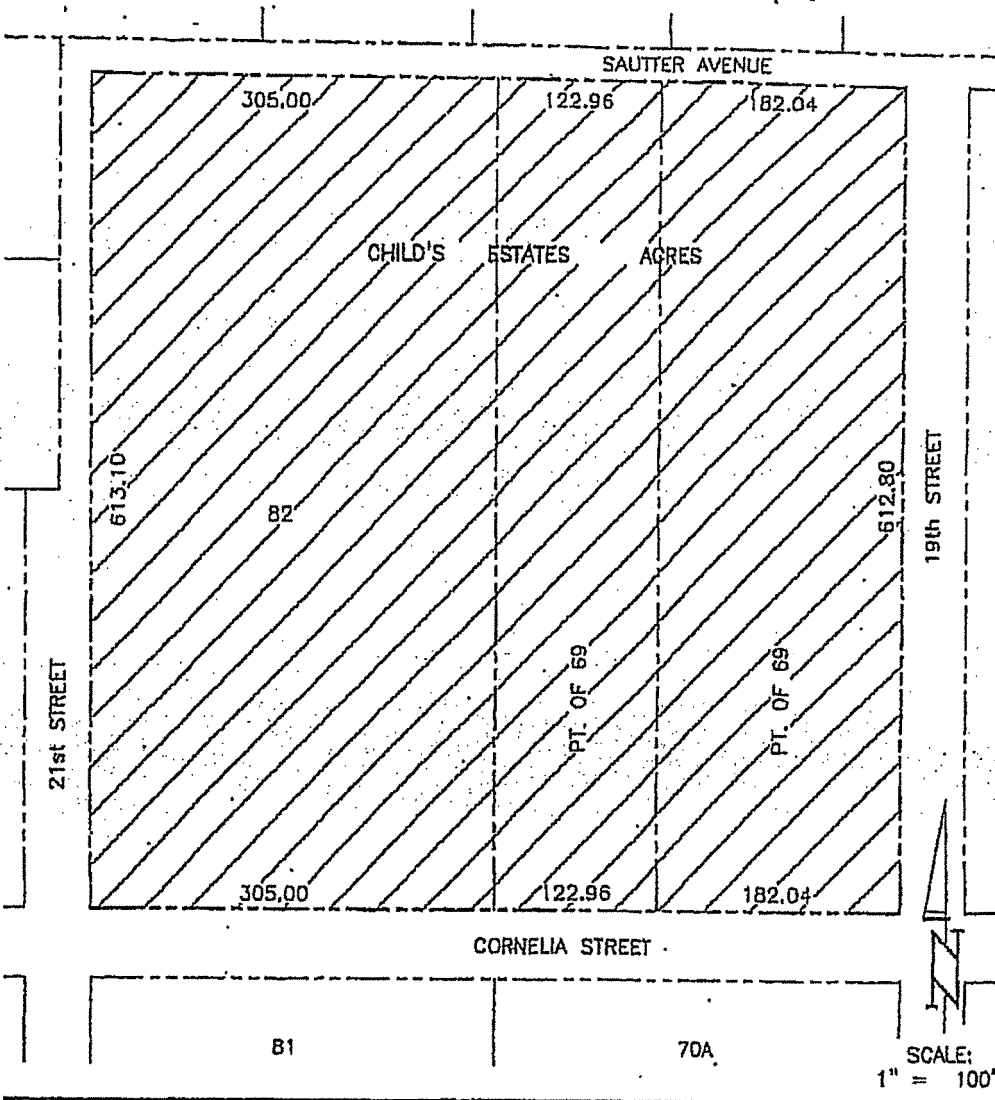
LOT 103B, CHILDS ESTATE ACRES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, TOGETHER WITH THE WESTERLY 317.94 FEET IN WIDTH OF LOTS 1 AND 2, CASCIO'S THOROUGHbred ACRES, A SUBDIVISION IN SAID SARPY COUNTY, NEBRASKA.

**TRACT A**

PROJECT NO. 1121-101-EXH-A.DWG

THOMPSON, DREESSEN & BORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

99-00490F



LEGAL DESCRIPTION

LOTS 69 AND 82, CHILDS ESTATE ACRES, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

TRACT B

STEVE SELINE

TD2 FILE NO. 1121101EA.DWG

DATE: DEC. 2, 1998

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8880

99-004706

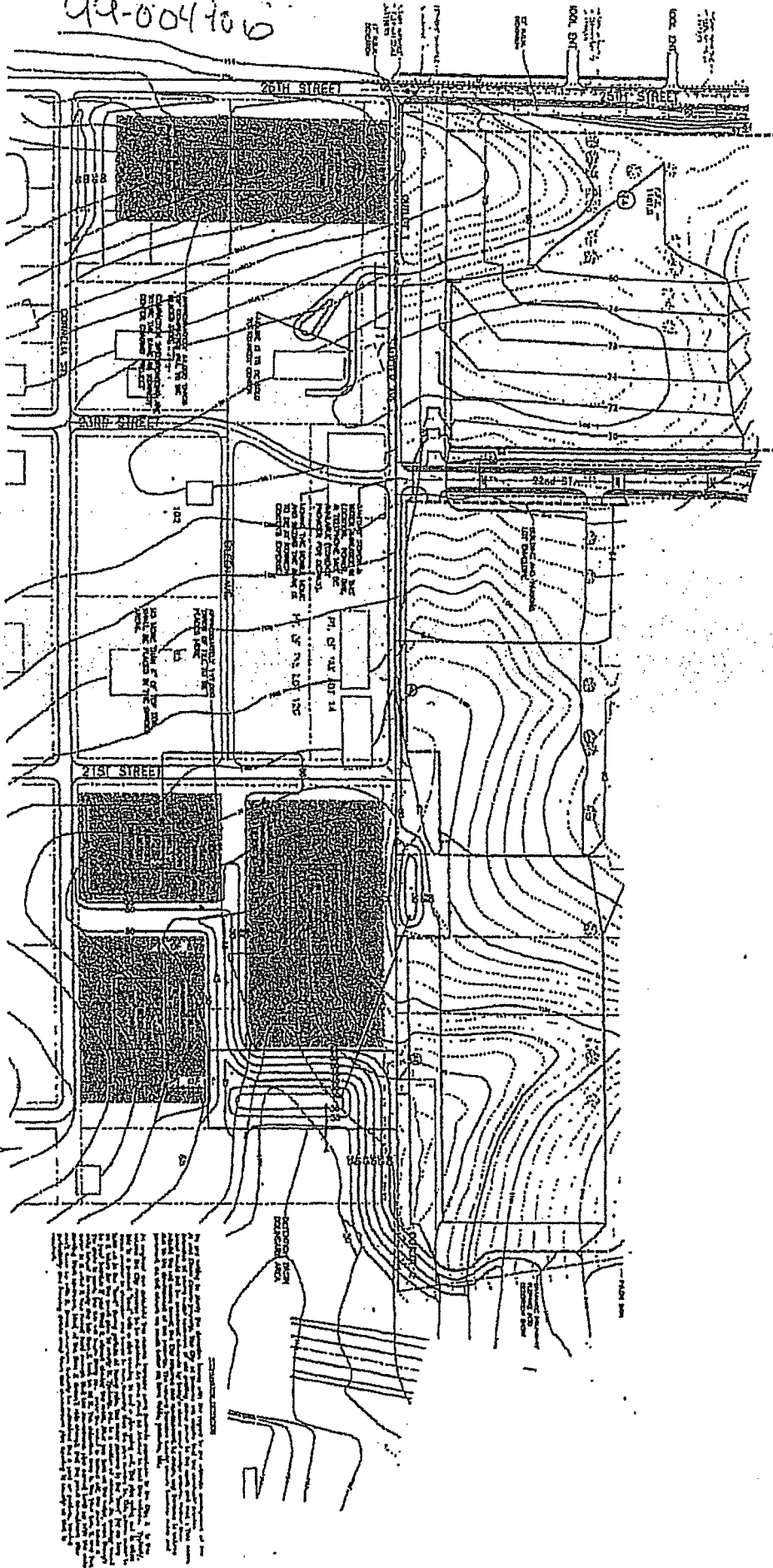


EXHIBIT 'A'

**RP**  
 THOMPSON, HARRISON  
 & BORTNER, INC.  
 Consulting Engineers  
 1000 Market Street  
 San Francisco, California  
 1944

