

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
99-000490

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*Lloyd J. Dowding*  
REGISTER OF DEEDS

Counter KJK  
Verify S  
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Fee \$ 51.50  
Chk  Cash  Chg

*HTS*

*99-00490*



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FOR RECORDING  
INFORMATION.**

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NEXT PAGE.**

**LLOYD J. DOWDING**  
SARPY COUNTY REGISTER OF DEEDS  
1210 GOLDEN GATE DRIVE, #1109  
PAPILLION, NE 68046-2895  
402-593-5773

99-00490A

## EASEMENT

THIS EASEMENT is made this 20th day of December, 1998, between ALFRED F. CASCIO and EILEENI 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 THOROUGHbred 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.

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99-00490B

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  $\frac{1}{4}$  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 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  $\frac{1}{4}$  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  $89^{\circ}43'14''$  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  $00^{\circ}16'46''$  W 33.00 feet; thence S  $69^{\circ}24'40''$  E 106.60 feet; thence S  $87^{\circ}02'14''$  E 320.40 feet; thence N  $87^{\circ}51'35''$  E 65.90 feet; thence S  $86^{\circ}32'01''$  E 530.83 feet; thence S  $71^{\circ}18'30''$  E 221.36 feet; thence S  $08^{\circ}35'38''$  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  $89^{\circ}45'15''$  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.

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.

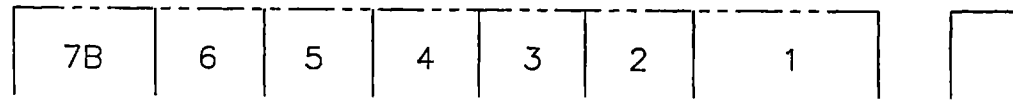
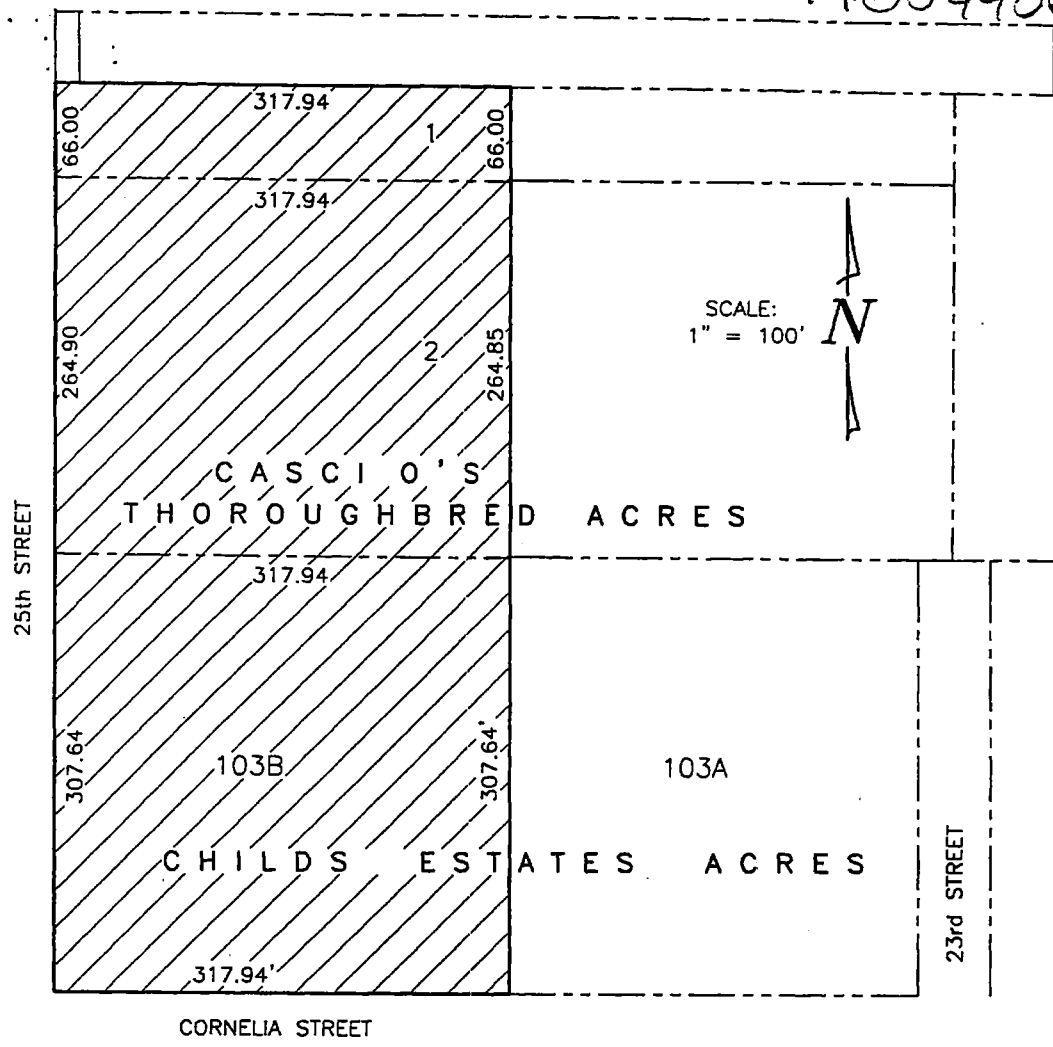
Any and all costs associated with this grant, Grantee's use of the easement and the construction of the street named Sautter Avenue on attached Exhibit "A" shall be the sole responsibility of the Grantee. Such costs shall include, but are not limited to, all fill, grading, compaction, removal, construction, 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.



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LEGAL DESCRIPTION

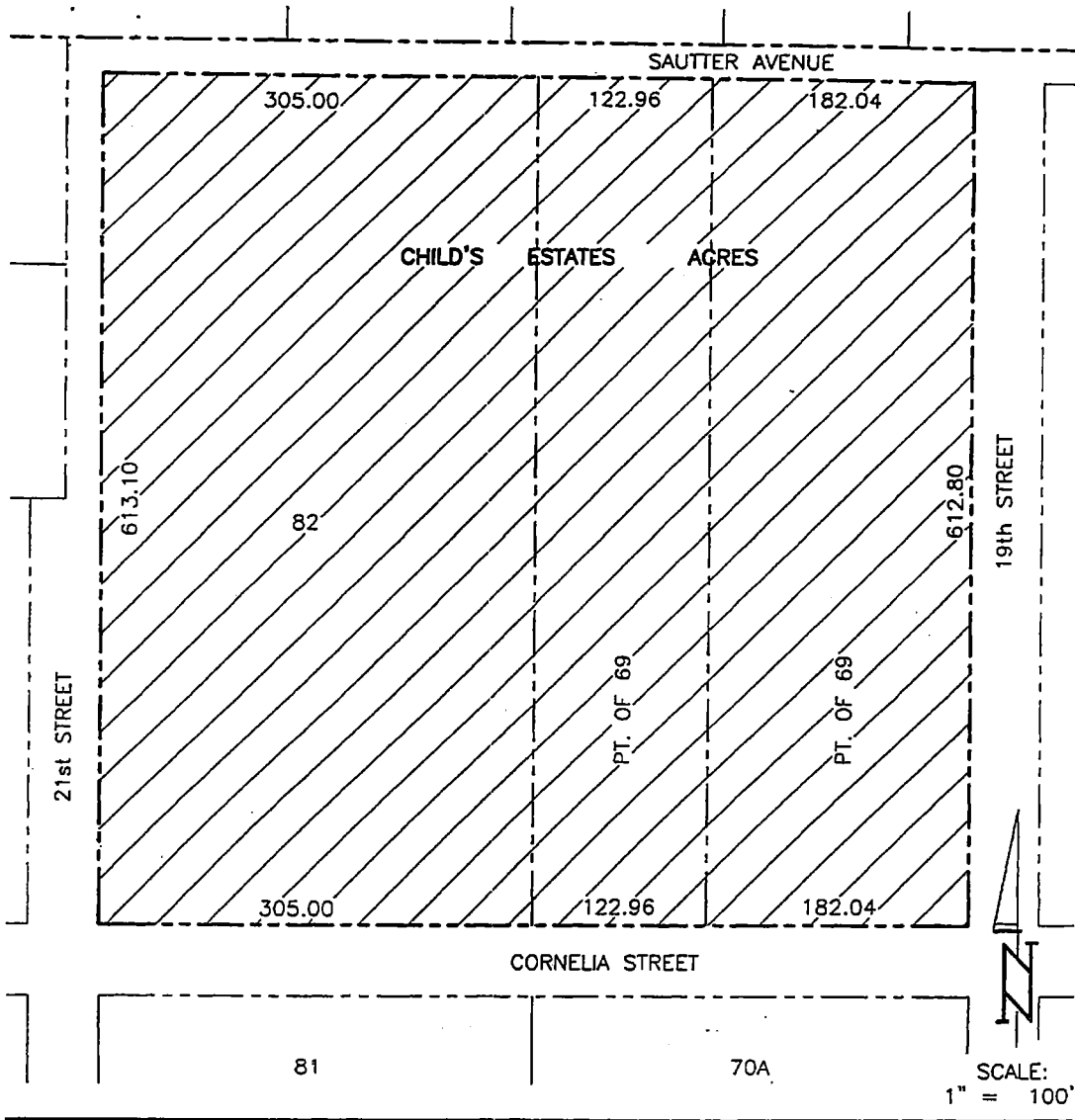
LOT 103B, CHILDS ESTATE ACRES , A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, TOGETHER WITH THE WESTERLY 317.94 FEET IN WIDTH OF LOTS 1 AND 2, CASCIO'S THOROUGH BRED ACRES, A SUBDIVISION IN SAID SARPY COUNTY, NEBRASKA.

TRACT A

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

THOMPSON, DREESSEN & DORNER, 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, 402-330-8860

