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 FEES \$ 26.00
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FILED SAPPY CO. NE
 INSTRUMENT NUMBER
2009-26109
 2009 AUG 10 A 11:07
 REGISTER OF DEEDS

EASEMENT AGREEMENT FOR SANITARY SEWER

This Easement Agreement made this 27th day of July, 2009, by and between **MIKE HOGAN DEVELOPMENT COMPANY, a Nebraska corporation, THE 15th & CORNHUSKER, L.L.C., a Nebraska limited liability company, and WOLF CREEK CENTER, LLC, a Nebraska limited liability company**, (hereinafter collectively referred to as "Grantor") and **CITY OF BELLEVUE, NEBRASKA, a Nebraska political subdivision**, and its respective successors (hereinafter referred to as "Grantee").

1. Grantor, in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration herein, receipt of which is hereby acknowledged, does hereby grant and convey to Grantee, its successors and assigns, a permanent easement for ingress and egress and for the maintenance, repair and replacement of sanitary sewers above, over and under the property described on Exhibit A attached hereto which is hereby incorporated in and made a part of this Easement by reference.

To have and to hold said Easement and right-of-way unto the said Grantee, its successors and assigns, in perpetuity. Said Easement shall run with the land.

A. The Grantor and its successors and assigns shall not at any time erect, construct or place on or below the surface of the easement tract any building or structure, except pavement and similar covering, and shall not permit anyone else to do so.

B. The Grantee shall restore the surface excavated for any purposes hereunder, as nearly as is reasonably possible to its original condition within a reasonable time after work is performed.

C. The Grantor is a lawful possessor of this real estate; has good, right and lawful authority to make such conveyance; and Grantor and its successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

D. The persons executing this instrument represent that each has authority to execute it on behalf of the respective entity for which the instrument is being executed on its behalf.

2. Grantee hereby acknowledges and agrees that the 8" sanitary sewer main that is located within the foregoing easement shall be a public sewer and owned and operated by the Grantee. Nothing herein shall be construed to require the Grantee to maintain lateral connections to said sewer which shall be the sole responsibility of the respective owners of said lateral connections.

3. That one or more of said Grantors may have caused said sewer to be repaired, cleaned or otherwise maintained prior to the execution of this Easement Agreement and said Grantors hereby waive, release and indemnify the Grantee from any and all claims or causes of action against Grantee under any legal theory for the reimbursement of any expenses associated therewith or for any damages that may have

RETURN TO
 ADAMS & SULLIVAN
 1246 Golden Gate Drive, Ste. 1
 PAFILLION, NEBRASKA 68048

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occurred arising out of the failure to repair, clean or otherwise maintain said sewer prior to the execution of this instrument.

4. This instrument shall not be considered executed until signed by all parties to this instrument.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed on the day set forth opposite their names and the instrument shall be dated as of the date of the last party to sign.

MIKE HOGAN DEVELOPMENT COMPANY, a Nebraska corporation, Grantor

Dated: July 22-09

By Michael J. Hogan
Michael J. Hogan, President

THE 15th & CORNHUSKER, L.L.C., a Nebraska limited liability company, Grantor

Dated: July 22-09

By Michael J. Hogan
Michael J. Hogan, Manager

WOLF CREEK CENTER, LLC, a Nebraska limited liability company, Grantor

Dated: July 22-09

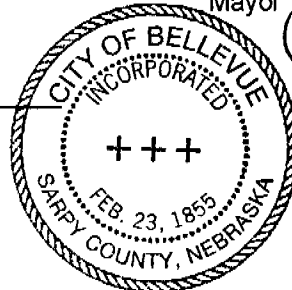
By Michael J. Hogan
Michael J. Hogan, Manager

CITY OF BELLEVUE, NEBRASKA, a Nebraska political subdivision, Grantee

Dated: 7-27-09

By Taryn W. Fan
Mayor

ATTEST:
Taryn Dammas
City Clerk



STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 22 day of July 2009, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came MICHAEL J. HOGAN, President of Mike Hogan Development Company, a Nebraska corporation, to me personally known to be the identical person whose name is affixed to the foregoing instrument who acknowledged the same to be his voluntary act and deed on behalf of said corporation.

Witness my hand and notarial seal on the day and year last above written.

Maureen McPherson
Notary Public



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STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 22 day of July 2009, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came MICHAEL J. HOGAN, Manager of The 15th & Cornhusker, L.L.C., a Nebraska limited liability company, to me personally known to be the identical person whose name is affixed to the foregoing instrument who acknowledged the same to be his voluntary act and deed on behalf of said limited liability company.

Witness my hand and notarial seal on the day and year last above written.

Maureen McPherson
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

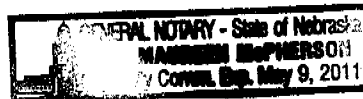


On this 22 day of July 2009, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came MICHAEL J. HOGAN, Manager of Wolf Creek Center, L.L.C., a Nebraska limited liability company, to me personally known to be the identical person whose name is affixed to the foregoing instrument who acknowledged the same to be his voluntary act and deed on behalf of said limited liability company.

Witness my hand and notarial seal on the day and year last above written.

Maureen McPherson
Notary Public

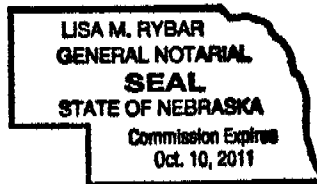
STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)



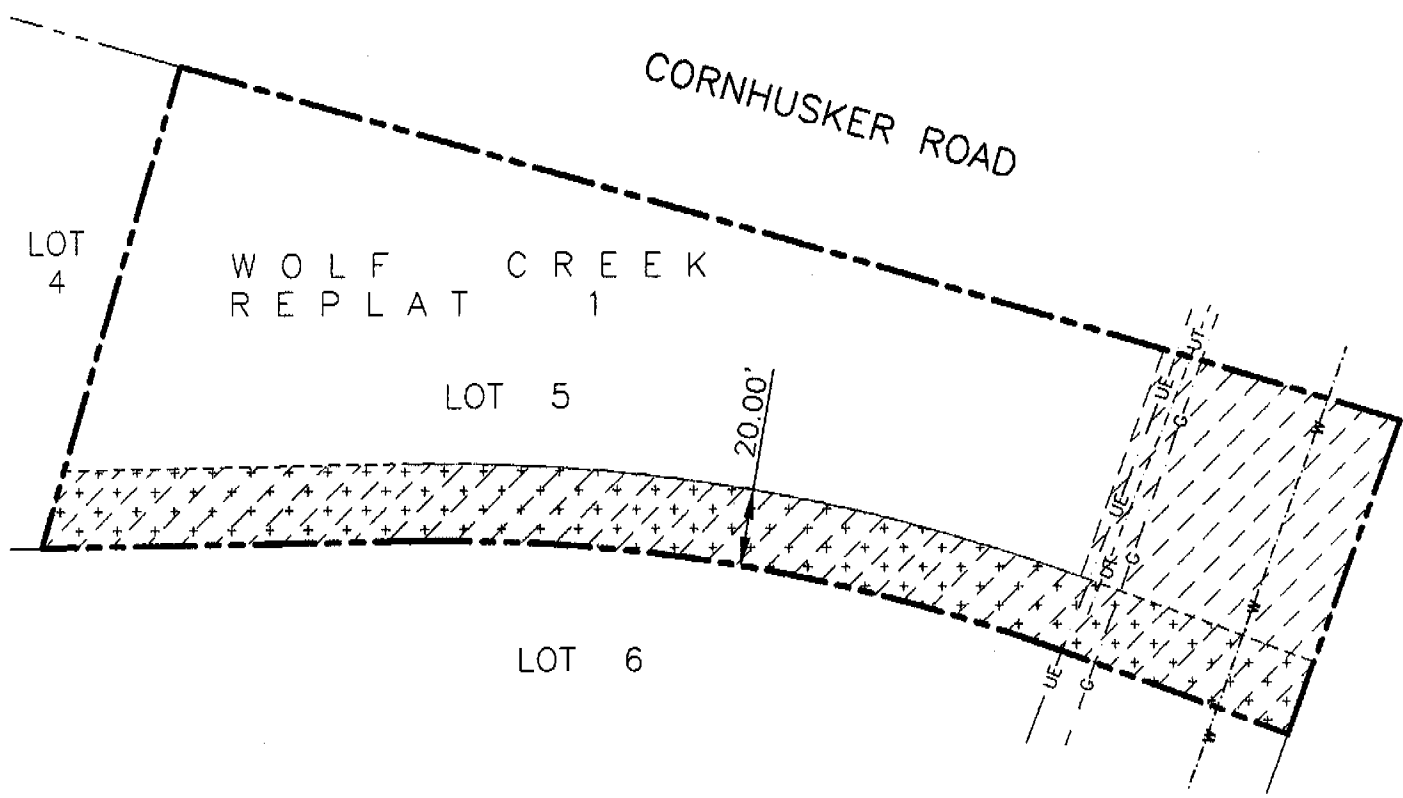
On this 27th day of July 2009, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came GARY MIXAN, Mayor of the City of Bellevue, a Nebraska Political Subdivision, to me personally known to be the identical person whose name is affixed to the foregoing instrument who acknowledged the same to be his voluntary act and deed on behalf of said corporation.

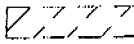
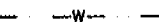



Witness my hand and notarial seal on the day and year last above written.

Lisa M Rybar
Notary Public



C



-  EXISTING ACCESS AND UTILITY EASEMENT RECORDED AS INSTRUMENT NUMBER 2000-33957 OF THE SARPY COUNTY RECORDS
-  EXISTING WATER LINE
-  EXISTING GAS LINE
-  EXISTING ELECTRICAL LINE
-  EXISTING TELEPHONE LINE



SCALE: 1" = 50'

LEGAL DESCRIPTION

THE SOUTH 20.00 FEET IN WIDTH OF LOT 5, WOLF CREEK REPLAT 1, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

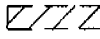
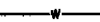
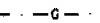

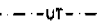
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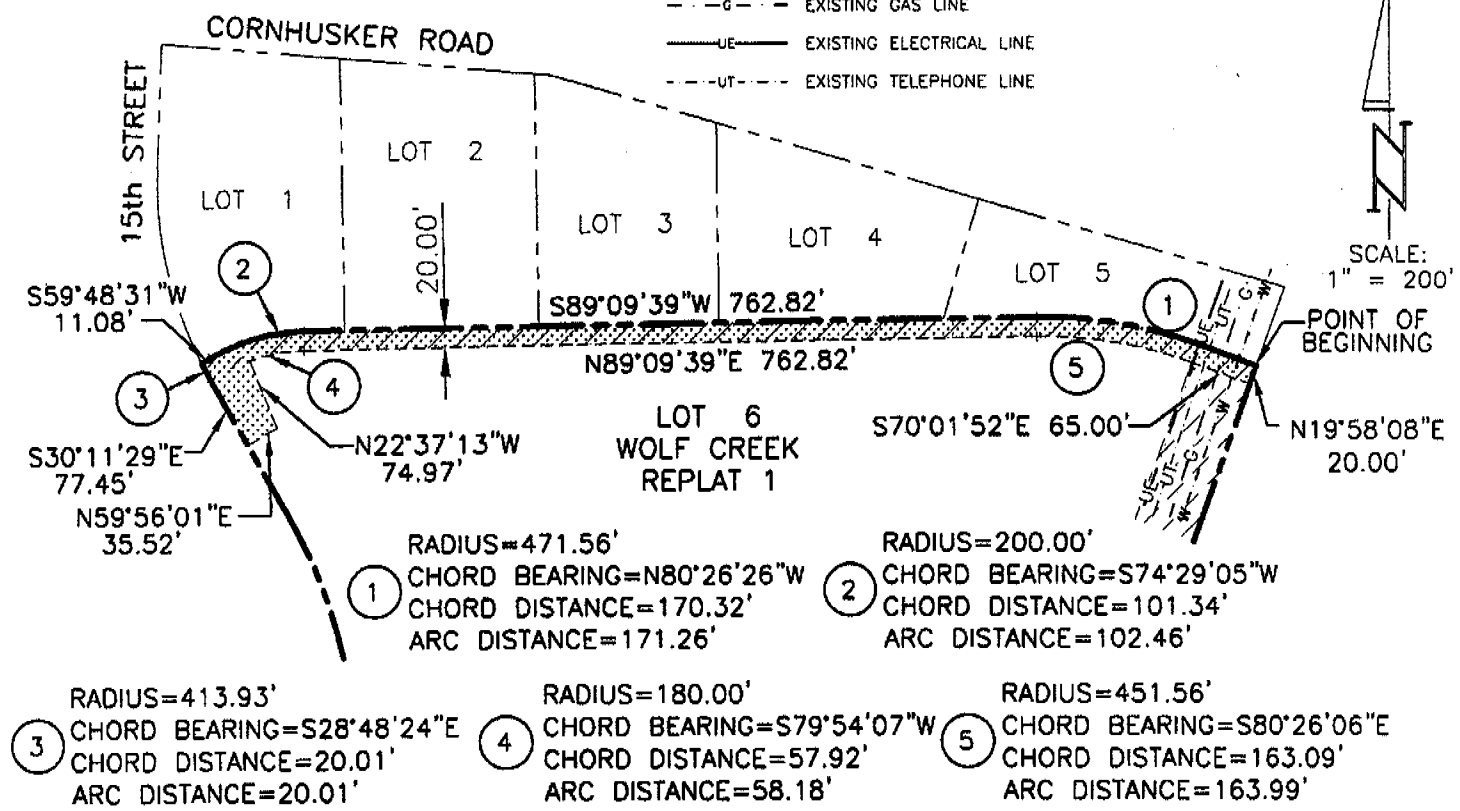
TD² THOMPSON, DREESSEN & DORNER, INC.
 Consulting Engineers & Land Surveyors
 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
 P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

EXHIBIT *A1 of 2*

LANDMARK GROUP	TD2 NO. 1555-112
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DATE	07/08/09
DRAWN BY	DHN
CHECKED BY	CED
REVISION	

-  EXISTING ACCESS AND UTILITY EASEMENT RECORDED AS INSTRUMENT NUMBER 2000-33957 OF THE SARPY COUNTY RECORDS
-  EXISTING WATER LINE
-  EXISTING GAS LINE
-  EXISTING ELECTRICAL LINE
-  EXISTING TELEPHONE LINE



LEGAL DESCRIPTION

THAT PART OF LOT 6, WOLF CREEK REPLAT 1, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID LOT 6;
 THENCE WESTERLY ON THE NORTHERLY LINE OF SAID LOT 6 ON THE FOLLOWING DESCRIBED 5 COURSES;
 THENCE N70°01'52"W (ASSUMED BEARING) 65.00 FEET;
 THENCE NORTHWESTERLY ON A 471.56 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N80°26'26"W, CHORD DISTANCE 170.32 FEET, AN ARC DISTANCE OF 171.26 FEET;
 THENCE S89°09'39"W 762.82 FEET;
 THENCE SOUTHWESTERLY ON A 200.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S74°29'05"W, CHORD DISTANCE 101.34 FEET, AN ARC DISTANCE OF 102.46 FEET;
 THENCE S59°48'31"W 11.08 FEET TO THE NW CORNER OF SAID LOT 6;
 THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF SAID LOT 6 ON A NONTANGENT 413.93 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S28°48'24"E, CHORD DISTANCE 20.01 FEET, AN ARC DISTANCE OF 20.01 FEET;
 THENCE CONTINUING ON THE WESTERLY LINE OF SAID LOT 6, S30°11'29"E 77.45 FEET;
 THENCE N59°56'01"E 35.52 FEET; THENCE N22°37'13"W 74.97 FEET;
 THENCE EASTERLY ON A LINE 20.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 6 ON THE FOLLOWING DESCRIBED 4 COURSES;
 THENCE NORTHEASTERLY ON A NONTANGENT 180.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N79°54'07"E, CHORD DISTANCE 57.92 FEET, AN ARC DISTANCE OF 58.18 FEET;
 THENCE N89°09'39"E 762.82 FEET;
 THENCE SOUTHEASTERLY ON A 451.56 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S80°26'06"E, CHORD DISTANCE 163.09 FEET, AN ARC DISTANCE OF 163.99 FEET;
 THENCE S70°01'52"E 65.00 FEET TO THE EASTERLY LINE OF SAID LOT 6;
 THENCE N19°58'08"E 20.00 FEET TO THE POINT OF BEGINNING.

1555112EXH6.dwg

TD² THOMPSON, DREESSEN & DORNER, INC.
 Consulting Engineers & Land Surveyors
 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
 P: 402.330.8880 F: 402.330.5888 WWW.TD2CO.COM

EXHIBIT <i>A-2 of 2</i>		DATE	7/08/09
		DRAWN BY	DHN
LANDMARK GROUP	TD2 NO. 1555-112	CHECKED BY	CED
		REVISION	