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2007-26468

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Steven J. Stastny
REGISTER OF DEEDS

COUNTER	<i>ah</i>	D.E.	<i>ah</i>
VERIFY	<i>P</i>	D.E.	<i>ah</i>
PROOF	<i>D</i>		
FEE \$	<i>310.00</i>		
CHECK #	<i>10722100078</i>		
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REFUND		CREDIT	
SHORT		NCR	



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
Steven J. Stastny, Deputy
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

RECORDER NOTE: Indexed in
Hickory Hill Plaza Replat 4
8-28-07 pc

A

UTILITY EASEMENT

This Utility Easement ("Utility Easement") dated as of August 24, 2007 is between Hickory Hill Associates, L.L.C., a Nebraska limited liability company ("Hickory Hill Associates") and Centres AZ LLC, a Delaware limited liability company ("Grantor").

Preliminary Statement

Hickory Hill Associates is the record owner of Lot 1 Replat 4 Hickory Hill Plaza Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded ("Lot 1 Replat 4").

Grantor is the record owner of Lot 2 Replat 4 Hickory Hill Plaza Subdivision in Sarpy County, Nebraska as surveyed, platted and recorded ("Lot 2 Replat 4") having acquired title to Lot 2 Replat 4 conditioned upon its execution and delivery of this Utility Easement.

For the purpose of establishing a perpetual non-exclusive easement under a certain portion of Lot 2 Replat 4 for the installation, repair, replacement, and removal of underground utilities including reasonable access over Lot 2 Replat 4 for access and temporary storage during the installation, repair, replacement and removal process and ancillary easements more particularly described in this Utility Easement, the Parties have entered into this Utility Easement.

Terms and Conditions

In consideration of the foregoing Preliminary Statement, which by this reference is repeated and incorporated in this portion of this Utility Easement in its entirety, and other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Hickory Hill Associates, and its successors and assigns, a perpetual non-exclusive easement (i) for the construction, placement, installation, repair, maintenance, replacement, and removal of underground utilities including, but not limited to, water, electricity, gas, sanitary and storm sewers, telephone, and cable (collectively the "Utilities") under that portion of Lot 2 Replat 4 depicted and legally described on Exhibit "A" attached and incorporated herein by this reference ("Utility Easement Area") including a perpetual non-exclusive easement over those areas within Lot 2 Replat 4 in reasonable proximity to the ("Utility Easement Area") for the temporary storage of components, equipment, parts and supplies and staging during the exercise of the easements granted in this Utility Easement, and (ii) for the connection of Utilities situated within Lot 1 Replat 4 with underground Utilities situated within the 20.0 foot wide strip of land running generally North and South and situated approximately 17.96 feet east of and parallel with the west property line of Lot 2 Replat 4 ("Existing Easement Area"). Hickory Hill Associates shall exercise its rights under this Utility Easement with

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minimal interference with Grantor's use, construction and/or business operations on Lot 2 Replat 4, and shall work expeditiously to limit its need and use of the temporary storage on Grantor's Lot. Grantor shall have no liability and Hickory Hill Associates hereby releases Grantor from any and all liability as a result of Hickory Hill Associates' exercise of the easement rights under this Utility Easement on Lot 2 Replat 4 including, but not limited to, any theft, loss, damage or injury.

2. Access to Utilities. The record owner of Lot 2 Replat 4 shall at all times provide the record owner of Lot 1 Replat 4 and its respective successors, assigns, contractors, employees and agents nonexclusive temporary easements for entry and access upon, over, across and under those portions of Lot 2 Replat 4 reasonably necessary for the construction, placement, installation, repair, maintenance, replacement and removal of the Utilities, upon reasonable advance notice.
3. Exercise Responsibility. The record owner of Lot 1 Replat 4 and its respective successors, assigns, contractors, employees and agents, exercising any right granted under this Utility Easement shall be responsible for the prompt repair and restoration of any portion of the ("Utility Easement Area"), the Existing Easement Area, and Lot 2 Replat 4 which is damaged by reason of such exercise, with such damaged area or areas to be promptly restored to the condition which existed immediately prior to such damage to the extent reasonably practicable.

Hickory Hill Associates agrees to indemnify, defend and hold harmless Grantor from and against (i) any and all damages to person or property, and (ii) any and all liabilities, damages, costs and expenses (including without limitation reasonable attorneys' fees and court costs), which arise as a result of or in connection with Hickory Hill Associates' exercise of its rights pursuant to this Utility Easement and/or presence on Lot 2 Replat 4. This indemnity shall survive any termination of this Utility Easement.

In the event Hickory Hill Associates fails to effect repairs to the Utility Easement Area necessitated by its use of the Easement Area, as reasonably requested by Grantor, within ten (10) business days after such request, or diligently commences to repair the Utility Easement Area if such action cannot be completed within ten (10) business days, then Grantor shall have the right but not the obligation to undertake the repair of the Utility Easement Area and shall tender an invoice to Hickory Hill Associates for such reasonable costs incurred. If Hickory Hill Associates does not pay the invoice within ten (10) business days of its receipt, then such invoiced amount shall accrue interest at the rate of three percent (3%) above the "prime rate" as published in the Wall Street Journal (or equivalent publication shall the Wall Street Journal no longer publish such rate) from the date due to the date paid ("Past Due Interest Rate").

4. Legal Effect. The easements and covenants contained in this Utility Easement (a) constitute covenants running with the land; (b) bind every record owner of Lot 2

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IN WITNESS WHEREOF, the Parties have executed this Utility Easement as of the date first written above.

Hickory Hill Associates, L.L.C., a Nebraska
limited liability company

By: *Jay R. Lerner*
Title: *Manager*

Centres AZ LLC, a Delaware
limited liability company

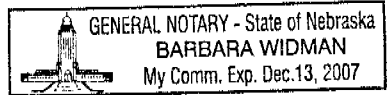
By: CENTRES INC., a Wisconsin
corporation, its Managing
Member

By: _____
David K. Charlton
President]

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15th day of August, 2007, by Jay R. Lerner, Manager of Hickory Hill Associates, L.L.C., a Nebraska limited liability company, on behalf of such limited liability company.

Barbara Widman
Notary Public
My commission expires: 12-13-07



STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2007, by _____, _____ of Centres AZ LLC, a Delaware limited liability company, on behalf of such limited liability company.

Notary Public
My commission expires: _____

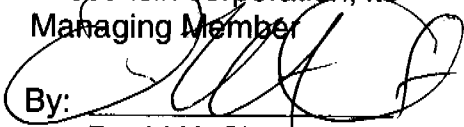
E

Hickory Hill Associates, L.L.C., a Nebraska limited liability company

Centres AZ LLC, a Delaware limited liability company

By: _____
Jay R. Lerner, Manager

By: CENTRES INC., a Wisconsin corporation, its Managing Member

By: 
David K. Charlton, President


STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)


The foregoing instrument was acknowledged before me this 15th day of August, 2007, by Jay R. Lerner, Manager, of Hickory Hill Associates, L.L.C., a Nebraska Limited Liability Company, on behalf of such Limited Liability Company.

Notary Public

STATE OF FLORIDA)
) ss
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 21st day of August 2007, by DAVID K. CHARLTON, PRESIDENT OF CENTRES INC. * of Centres AZ LLC, a Delaware limited liability company, on behalf of such limited liability company.

 Ana C Escribano-Cruz
My Commission DD224631
Expires September 14, 2007



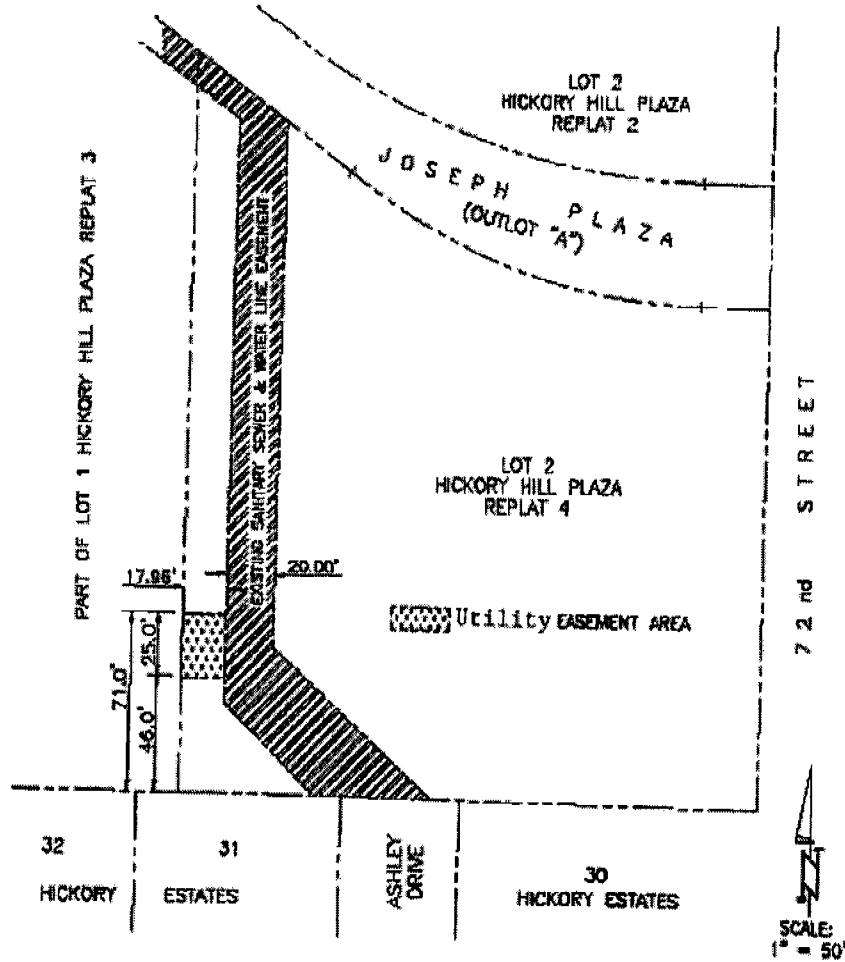
Notary Public

A WISCONSIN CORPORATION, THE MANAGING MEMBER

Return to: ND4
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, Texas 75204

2007-26468 F

EXHIBIT "A"



LEGAL DESCRIPTION

THE NORTH 25.00 FEET OF THE SOUTH 71.00 FEET OF THE WEST 17.86 FEET OF LOT 2, HICKORY HILL PLAZA REPLAT 4, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

EXHIBIT "A"

THE LERNER COMPANY TD2 FILE NO.: 738-163-EX DATE: JUNE 1, 2007
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860