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REGISTERED DEEDS

County

Verify

D.E.

Proof

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Chg

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### RESERVATION OF EASEMENTS

THIS RESERVATION OF EASEMENTS made this 5th day of November, 1996, by the Lake Ridge Estates Limited Partnership, a Nebraska limited partnership, hereinafter referred to as the "Partnership",

WHEREAS, the Partnership owns Lots 1 through 94, inclusive, in Lake Ridge Estates, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska; and

WHEREAS, the Partnership desires to reserve a permanent easement on portions of certain lots for trees as shown herein;

NOW THEREFORE, in consideration of one dollar and other valuable consideration, the following easements are hereby reserved:

1. Reservation of Easements. The Partnership hereby reserves for the benefit of itself, and its successors and assigns (including each of the owners of Lots 1 through 94 of the Lake Ridge Estates subdivision, and their successors and assigns), a permanent easement on those properties described as follows:

The west thirty (30') feet of Lots 53, 54, 55, 56, 61, 62 and 94, Lake Ridge Estates, and

The south thirty (30') feet of Lots 85 through 88, inclusive, Lake Ridge Estates.

2. Purpose of Easements. The scope and purpose of said permanent easements is for the care and maintenance of the trees within the easement area on each of the lots shown above. Each owner of a lot on which there is said easement shall be responsible at his or her cost for the care and maintenance of the trees on his or her lot and for the replacement of any dead trees on his or her lot with new trees of the same size and type as the dead trees. Provided, however, during the first year after said trees are planted, the Partnership shall at its expense replace dead trees on the easements on all of the lots shown above with the same type and size as the dead trees. In addition, the owner of said lot shall be responsible at his or her sole expense for the mowing of grass and the maintenance of landscaping, if any, on the easement on his or her lot.

3. Right of Partnership and its Successors. The Partnership, and its successors and assigns, shall have the full and continuing right to enter upon said easements as shown above for the purpose of caring for and maintaining such trees and replacing the dead trees with new trees of the same type and size of said dead trees. In the event such entry is made, then care and maintenance of the trees and the replacement of dead trees shall be at the expense of the entering party, i.e., the Partnership or its successors or assigns.

4. Description of Trees. When a description of each of the trees presently on the easement area of each lot is prepared, said written description shall be certified to by the Partnership and shall be deemed to be attached to and a part of this

Reservation of Easements, even though this Reservation of Easements is already recorded in the Register of Deeds office of Sarpy County, Nebraska. Said description shall be also recorded in the Register of Deeds office, Sarpy County, Nebraska as an addendum to the recorded reservation of easements and shall be deemed to be attached hereto upon the date it is so recorded.


5. Term of Easements. The term of said easements shall continue forever.

6. Binding Effect. This document shall be binding upon the Partnership and its successors and assigns, as outlined herein.

DATED the date above written.

LAKE RIDGE ESTATES LIMITED PARTNERSHIP,  
a Nebraska limited partnership

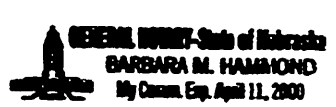
By: Dodge Development, Inc., a Nebraska  
corporation, the sole General Partner

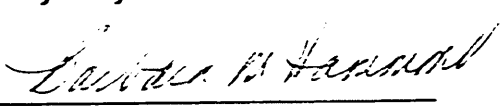
By   
W. L. Morrison, Jr., President

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

On this 5th day of November, 1996, before me the undersigned, a Notary Public in and for said State, personally came W. L. Morrison, Jr., known to me to be the President of Dodge Development, Inc., a Nebraska corporation, the sole General Partner of Lake Ridge Estates Limited Partnership, a Nebraska limited partnership, and acknowledged that he executed the same as the act and deed of such corporation and the act and deed of said limited partnership.

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



  
Notary Public