



MISC 2005104847



AUG 24 2005 15:29 P 1

Received - DIANE L. BATTIATO
Registrar of Deeds, Douglas County, NE
8/24/2005 15:29:11.49

2005104847

LANDSCAPE EASEMENT

CASTLE CREEK DEVELOPMENT, LLC, a Nebraska limited liability company, being the owner of the real estate described below, and hereinafter collectively referred to as the "Grantor," for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to SANITARY AND IMPROVEMENT DISTRICT NO. 501 OF DOUGLAS COUNTY, NEBRASKA, a Nebraska political subdivision, and the CASTLE CREEK HOMEOWNERS ASSOCIATION, a Nebraska not-for-profit corporation, their respective successors, licensees and assigns, hereinafter collectively referred to as "Grantee," a permanent and non-exclusive easement for the construction, installation, operation, maintenance, repair, replacement, preservation and renewal of landscaping features (including, but not limited to, trees, shrubs, bushes, flowers and grass areas, underground sprinkler systems and associated appurtenances) (collectively "Landscaping"), over, upon, along, in and across the following described real estate in Douglas County, Nebraska, to-wit (the "Easement Area"):

The Southerly fifteen (15) feet of Lots 1 through 7, inclusive, Castle Creek, a subdivision surveyed, platted and recorded in Douglas County, Nebraska.

AND

The Westerly fifteen (15) feet of Lots 296 through 309, inclusive, Castle Creek, a subdivision surveyed, platted and recorded in Douglas County, Nebraska.

Grantor does hereby grant and confirm unto Grantee, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing (including grading), inspecting and maintaining or operating signs, landscaping and associated appurtenances as determined by the Grantee.

Where such Landscaping is located, the Grantee shall have the right to construct, repair, renew, maintain, replace and preserve the Landscaping within the Easement Area.

No buildings, fences or other structures shall be placed in, on, over or across the Easement Area by Grantor, its successors and assigns, without the express approval of the Grantee, except for repair, replacement and maintenance of the Landscaping, without Grantee's approval. Any Landscaping placed in the Easement Area shall be maintained by Grantee, its successors or assigns.

The owners of the real estate described within the Easement Area shall not remove, alter or relocate the Landscaping within the Easement Area without the consent of Grantee, except for repair or replacement of like Landscaping.

This conveyance is made as of the 23rd day of August, 2005.

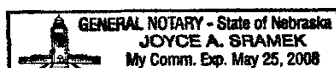
CASTLE CREEK DEVELOPMENT, LLC,
a Nebraska limited liability company


By: 

John C. Allen, Manager

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23rd day of August, 2005, by JOHN C. ALLEN, Manager of CASTLE CREEK DEVELOPMENT, LLC, a Nebraska limited liability company, on behalf of the limited liability company.




Notary Public

After recording, please return to:
John Q. Bachman
PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114

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