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Daniel B. Kinnamon  
Erickson & Sederstrom, P.C.  
Regency Westpointe  
10330 Regency Parkway Dr  
Omaha, NE 68114

RICHARD H. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



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**DECLARATION OF LANDSCAPING EASEMENT**

6 This Declaration of Landscaping Easement is made as of the 6 day of October, 1997, by MCV1 L.L.C., a Nebraska limited liability company and V&R JOINT VENTURE, a Nebraska general partnership (herein "Declarants").

**PRELIMINARY STATEMENT**

Declarants are the owners of real property legally described as Lot 43, Lakeside Hills, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (herein "Affected Parcel") and Declarants desire to establish a permanent easement for the purpose of creating, constructing, installing, maintaining, repairing, replacing, preserving and renewing landscaping buffers and elements hereinafter more particularly described over, upon, along, in, and across the Affected Parcel more particularly described as follows, to-wit (the "Easement Areas"):

See attached Exhibit "A" wherein the Easement Areas on the Affected Parcel is both legally and pictorially described.

NOW, THEREFORE, the Declarants hereby declare that the Affected Parcel on which the Easement Areas are situated shall be held, sold, and conveyed subject to the following easements and covenants which shall run with the Affected Parcel and shall be binding upon all parties having or acquiring any right, title or interest to such Affected Parcel:

1. Declarants hereby grant, convey and confirm to THC, Inc. and its transferees, successors and assigns a perpetual easement for the purpose of creating, constructing, and installing, in its sole and absolute discretion, any landscaping, plant materials, trees, signs, or markers over, upon, along, in and across the Easement Areas.

2. Declarants hereby grant, convey and confirm to Lakeside Hills Association, Inc. (the "Association") and to its transferees, successors and assigns, a perpetual easement for the purpose of maintaining, repairing, replacing, renewing and preserving any such landscaping, plant materials, trees, signs or markers over, upon, along, in and across the Easement Areas.

3. The Declarants shall allow THC, Inc. and the Association, and their respective employees, contractors, agents, licensees, transferees, successors and assigns, reasonable access to and from the Easement Areas for the purposes of creating, constructing, installing, maintaining, repairing, replacing, renewing and preserving any such landscaping, plant materials, trees, signs or markers installed within the Easement Areas.

4. Notwithstanding anything contained herein to the contrary, it shall be the sole obligation of the Declarants and any subsequent owner(s) of the Affected Parcel to perpetually mow,

fertilize, prune and water the Easement Areas as reasonably necessary so as to maintain such landscaping, plant materials and trees in good condition and appearance. The Declarants and any subsequent owner(s) of the Affected Parcel shall install and at all times maintain an irrigation system within the Easement Areas to serve the landscaping, plant materials and trees installed by THC, Inc. and/or the Association.

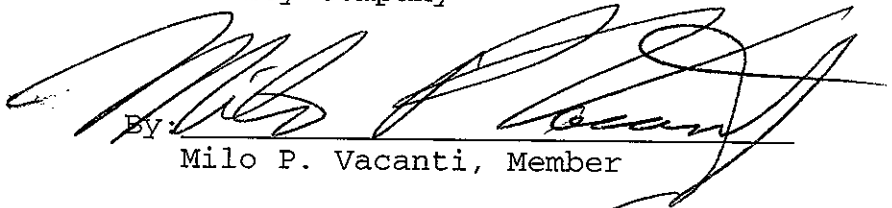
5. The easements and covenants granted herein shall each run with the land perpetually, and shall inure to the benefit of and be binding upon, the Declarants, the Association, THC, Inc. and the subsequent owner(s) of the Affected Parcel and each of their respective heirs, personal representatives, successors, transferees and assigns.

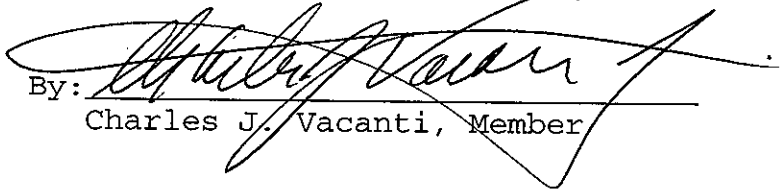
6. No waiver of any breach of any of the easements, covenants or agreements contained in this Declaration of Landscaping Easement shall be construed as to constitute a waiver of any other breach or a waiver, acquiescence or consent to any further or succeeding breach of the same or any other easement, covenant or agreement.

7. The acceptance and agreement to each of the terms and provisions of this Declaration by the Declarants, the Association, THC, Inc. and the subsequent owner(s) of the Affected Parcel and each of their respective heirs, personal representatives, transferees, successors and assigns shall be conclusively evidenced by the recording of this document with the Office of the Douglas County Register of Deeds.

IN WITNESS WHEREOF, the Declarants have executed this Declaration of Landscaping Easement as of the date and year first above written.

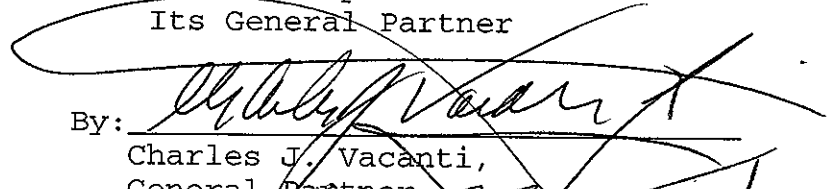
MCV1 L.L.C., a Nebraska limited liability company

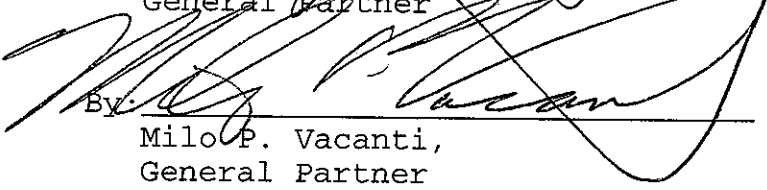
  
By: \_\_\_\_\_  
Milo P. Vacanti, Member

  
By: \_\_\_\_\_  
Charles J. Vacanti, Member

V&R JOINT VENTURE, a Nebraska general partnership

By: V&R Company, a Nebraska general partnership  
Its General Partner

  
By: \_\_\_\_\_  
Charles J. Vacanti,  
General Partner

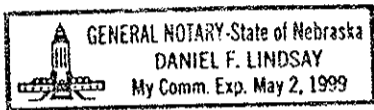
  
By: \_\_\_\_\_  
Milo P. Vacanti,  
General Partner

By: Vacrand, Inc., a Nebraska corporation  
Its General Partner

By: Milo P. Vacanti  
Milo P. Vacanti, its President

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

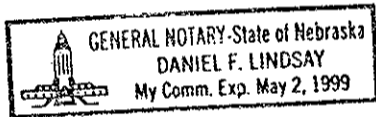
The foregoing instrument was acknowledged before me this 6 day of July, 1997, by Milo P. Vacanti, , and Charles J. Vacanti, each Members of MCV1, L.L.C., a Nebraska limited liability company, to me known to be the identical persons whose names are subscribed to the foregoing instrument and who executed this instrument on behalf of the limited liability company.



Daniel F. Lindsay  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

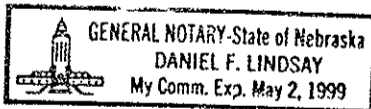
The foregoing instrument was acknowledged before me this 6 day of July, 1997, by MILO P. VACANTI and CHARLES J. VACANTI, each general partners of V&R COMPANY, a Nebraska general partnership, a General Partner of V&R Joint Venture for and on behalf of V&R Company as general partner and V&R Joint Venture.



Daniel F. Lindsay  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 6 day of July, 1997, by MILO P. VACANTI, President of VACRAND, INC., a Nebraska corporation, General Partner of V&R Joint Venture for and on behalf of the corporation and V&R Joint Venture.

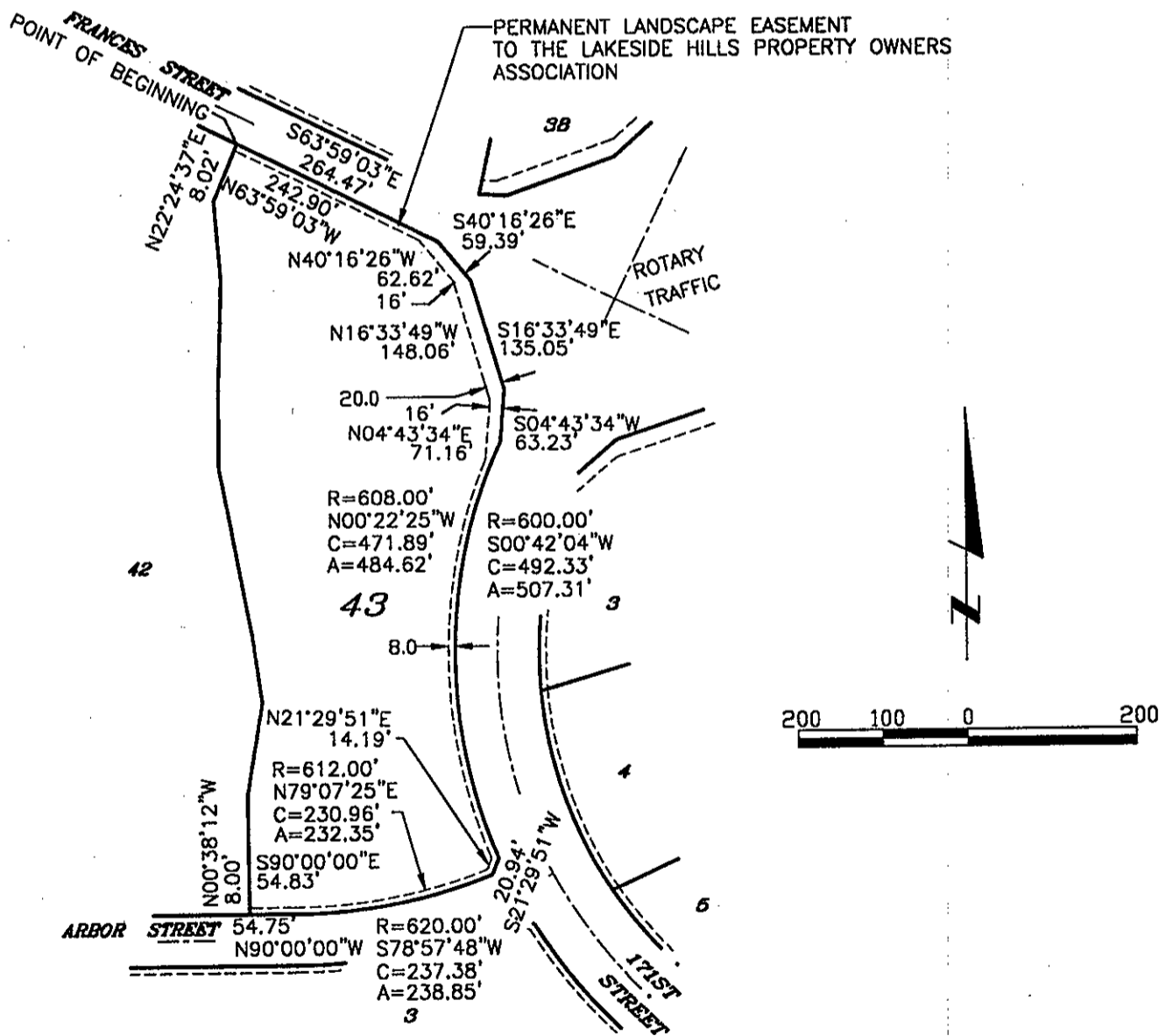


Daniel F. Lindsay  
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of landscaping over that part of Lot 43, LAKESIDE HILLS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:  
SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION



89014\89148140 LOT43

Book \_\_\_\_\_ Page \_\_\_\_\_ Date MAR-4-1997 Dwn.By AET Job Number 89014-6573



**lamp, rynearson & associates, inc.**  
engineers surveyors planners

14747 california street

omaha, nebraska 68154-1979

402-498-2498  
FAX 402-498-2730

EXHIBIT "A"

## LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of landscaping over that part of Lot 43, LAKESIDE HILLS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Beginning at the northwest corner of said Lot 43;  
Thence South 63°59'03" East (bearings referenced to the Final Plat of LAKESIDE HILLS) for 264.47 feet along the south right of way line of Frances Street;  
Thence South 40°16'26" East for 59.39 feet along the right of way line of the traffic rotary;  
Thence South 16°33'49" East for 135.05 feet along said right of way line;  
Thence South 04°43'34" West for 63.23 feet along said right of way line;  
Thence along a curve to the left (having a radius of 600.00 feet and a long chord bearing South 00°42'04" West for 492.33 feet) for an arc length of 507.31 feet along the west right of way line of 171st Street;  
Thence South 21°29'51" West for 20.94 feet along the transition from the west right of way line of 171st Street to the north right of way line of Arbor Street;  
Thence along a curve to the right (having a radius of 620.00 feet and a long chord bearing South 78°57'48" West for 237.38 feet) for an arc length of 238.85 feet along said north right of way line;  
Thence North 90°00'00" West for 54.75 feet along said north right of way line to the west line of said Lot 43;  
Thence North 00°38'12" West for 8.00 feet along the west line of said Lot 43;  
Thence South 90°00'00" East for 54.83 feet parallel with and eight foot (8') north of the north right of way line of Arbor Street;  
Thence along a curve to the left (having a radius of 612.00 feet and a long chord bearing North 79°07'25" East for 230.96 feet) for an arc length of 232.35 feet concentric with and eight foot (8') north of said north right of way line;  
Thence North 21°29'51" East for 14.19 feet parallel with and eight foot (8') northwest of the transition line from the north right of way line of Arbor Street to the west right of way line of 171st Street;  
Thence along a curve to the right (having a radius of 608.00 feet and a long chord bearing North 00°22'25" West for 471.89 feet) for an arc length of 484.62 feet concentric with and eight foot (8') west of the west right of way line of 171st Street;  
Thence North 04°43'34" East for 71.16 feet parallel with and sixteen foot (16') west of said right of way line;  
Thence North 16°33'49" West for 148.06 feet parallel with and twenty foot (20') west of said right of way line;  
Thence North 40°16'26" West for 62.62 feet parallel with and sixteen foot (16') southwest of said right of way line;  
Thence North 63°59'03" West for 242.90 feet parallel with and eight foot (8') south of the south right of way line of Frances Street to the west line of said Lot 43;  
Thence North 22°24'37" East for 8.02 feet to the Point of Beginning.  
Contains 13,339 square feet.

March 4, 1997  
LAMP, RYNEARSON & ASSOCIATES, INC.  
89014-6573 (Landscape Easement over L43)

*Exhibit "A" Page 2*