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MAR 30 2016 09:25 P 6

Fee amount: 40.00
FB: 63-33662
COMP: CC

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
03/30/2016 09:25:18.00



2016022241

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PERMANENT LANDSCAPE EASEMENT

THIS PERMANENT LANDSCAPE EASEMENT (this "Agreement") is made effective the 1st day of March, 2016, by and between Keystone Little League, Inc., a Nebraska non-profit corporation (hereinafter referred to as "Grantor"), whose address is c/o Bryan S. Mick, Mick & Associates, P.C., LLO, 816 South 169th Street, Omaha, Nebraska 68118, and Roanoke Development, LLC, a Nebraska limited liability company (hereinafter referred to as "Roanoke"), whose address is 3615 North 120th Street, Omaha, Nebraska 68164.

RECITALS

63-33662

WHEREAS, Grantor is the lawful owner of Lot 22, Roanoke Business Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (hereinafter referred to as the "Burdened Lot");

63-33663

WHEREAS, Grantor agrees that, pursuant to that Roanoke Business Park plat recorded with the Douglas County Register of Deeds on October 2, 2006, as Instrument No. 2006113224, certain landscaping improvements shall be located upon the Burdened Lot for the mutual benefit of Grantor and the owners and occupants of the adjacent lots to the north, legally described as Lot 16, Roanoke Business Park, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and Lot 1, Roanoke Business Park Replat One, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (collectively, the "Benefited Lots"). As such, Grantor wishes to grant a permanent landscape easement over, across and through the Burdened Lot in the location described on Exhibit A, for the purpose of installing and maintaining landscaping for the benefit of the Benefited Lots, and the respective owners/occupants thereof, together with their respective heirs, successors and assigns (collectively, the "Benefited Parties"); and

WHEREAS, Roanoke, as the owner of one or more of the Benefited Lots, wishes to enter into this Agreement to evidence its agreement that it will, subject to the terms hereof, install a ten foot (10') landscape buffer along the northern property line of the Burdened Lot, as depicted on the attached Exhibit A (the "Easement Area"), provided that such installation is contingent upon the occurrence of the Precondition (defined below) and further provided that such installation obligation shall only exist for a period of ten (10) years from the date hereof (the "Installation Term").

WITNESSETH

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor does hereby reserve unto itself, its successors and assigns and to the Benefited Parties, and their successors and assigns, a permanent easement on the Burdened Lot within the Easement Area for the purpose of installing and maintaining landscaping for the benefit of the Benefited Lots and Benefited Parties.

TO HAVE AND TO HOLD for the exclusive uses, benefits, purposes and burdens hereinafter set forth:

1. Subject to Grantor causing the Easement Area to be clear of other construction (fencing, paving, gravel, etc.) and causing the Easement Area to be at appropriate elevation to allow planting (collectively, the "Precondition") prior to expiration of the Installation Term, and upon receipt of written notice from Grantor that Grantor has satisfied the Precondition, which written notice shall be delivered to Roanoke at the address set forth above, Roanoke shall, at its sole cost and expense, be responsible for providing and planting trees, shrubs and turf seeding within the Easement Area. Providing or modifying an irrigation system and providing or modifying a drainage system in the Easement Area is not part of Roanoke's obligation. Following the installation of the landscaping, Grantor, or the then-owner of the Burdened Lot, shall be responsible for the maintenance of the landscaping within the Easement Area in a well maintained condition. Grantor expressly assumes, on behalf of itself and its successors-in-interest to the Burdened Lot, the maintenance responsibilities set forth herein and agrees that no new improvements other than landscaping/greenspace shall be located within the Easement Area.

2. The foreclosure of any mortgage covering all or any portion of the Burdened Lot shall in no way affect or diminish any easement granted herein, for all such easements shall remain in full force and effect for the benefit of the grantees described herein. The easement hereby created is not a public easement, but is a private easement for the use and benefit of the Benefited Lots and Benefited Parties and their respective successors and assigns. Grantor further expressly disclaims the creation of any rights in or for the benefit of the public. The landscaping easement set forth in this Agreement continue in perpetuity unless the owners of the Burdened Lot and the Benefits Lots unanimously agree to terminate this Agreement in writing.

3. During the Installation Term, Roanoke, or its successor/assign, shall have the right of reasonable access over, across and through the Burdened Lot for the purposes of erecting and installing the landscaping within the Easement Area.

4. No party acquiring title to the Burdened Lot shall impair or interfere with the rights of Roanoke to install the landscaping within the Easement Area during the Installation Term, nor the Benefited Parties' rights to enforce the Grantor's obligation to install and maintain the landscaping within the Easement Area in a well maintained condition following the expiration of the Installation Term.

5. The owner of the Burdened Lot, and its successors and assigns, by the acceptance of a deed or conveyance, accepts the same subject to all restrictions, conditions, covenants and reservations, and the jurisdiction, rights and powers granted or reserved by this Agreement or to which this Agreement is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared by Grantor herein.

6. This Agreement shall run with the land and be binding upon the owner of the Burdened Lot and its respective administrators, successors and assigns. This Agreement shall be construed and governed in accordance with the laws of the State of Nebraska. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

[Remainder of Page Left Intentionally Blank; Execution Page Follows]

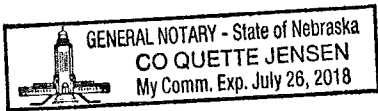
EXECUTED as of the Effective Date.

KEYSTONE LITTLE LEAGUE, INC.,
A Nebraska non-profit corporation

By: [Signature]
Name: JEREMY STONE
Its: PRESIDENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 19 day of November, 2015, by Jeremy Stone, President of Keystone Little League, Inc., a Nebraska non-profit corporation, on behalf of said non-profit corporation.



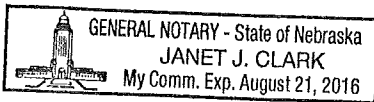
[Signature]
Notary Public

ROANOKE DEVELOPMENT, LLC,
a Nebraska limited liability company

By: [Signature]
Name: DAN MULHALL
Its: member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 22 day of MARCH, 2015, by DAN MULHALL, MEMBER of Roanoke Development, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

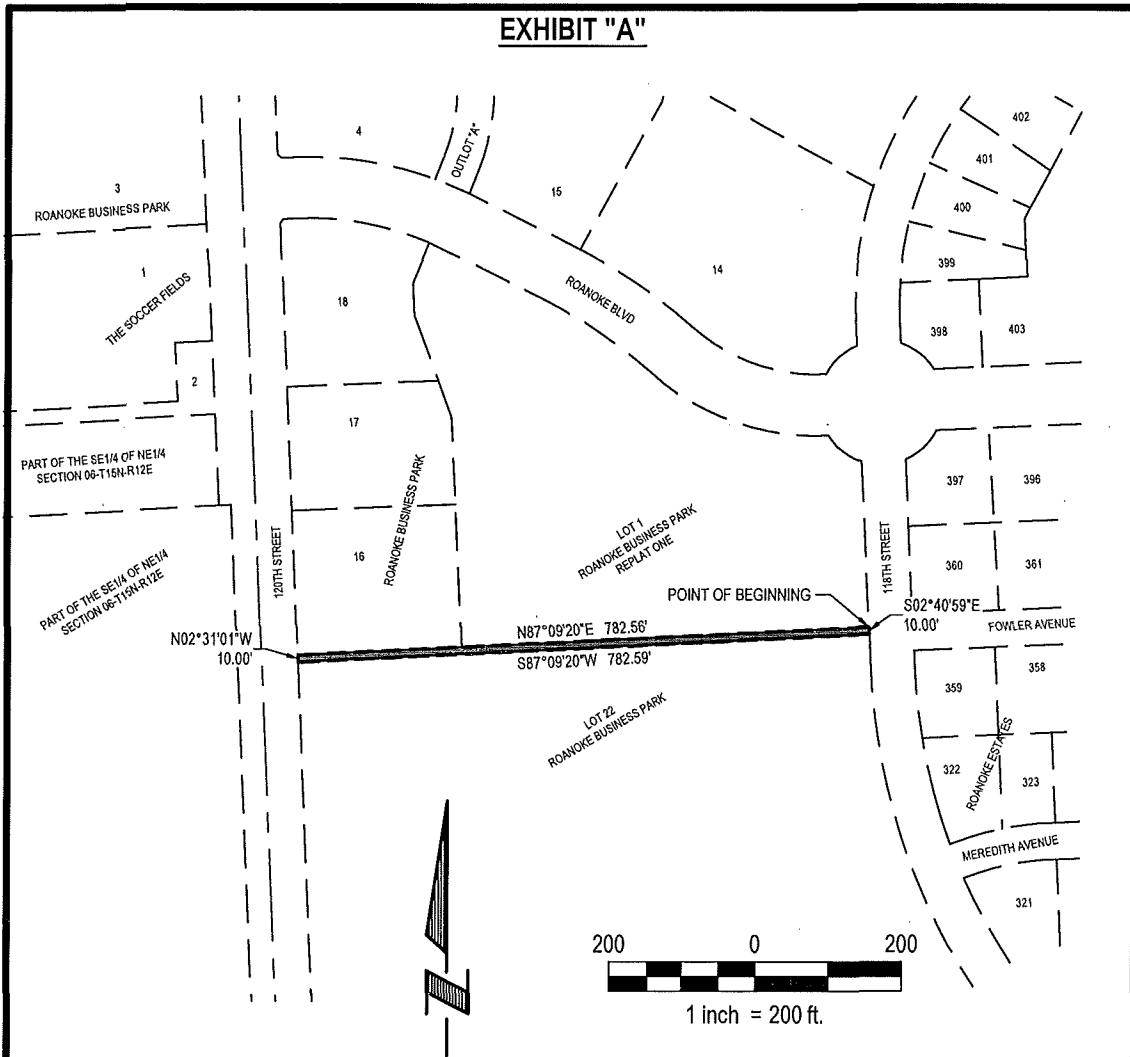


[Signature]
Notary Public

Exhibit A

Attached.

EXHIBIT "A"



LEGAL DESCRIPTION

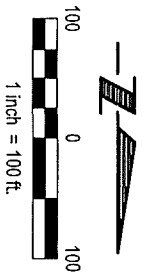
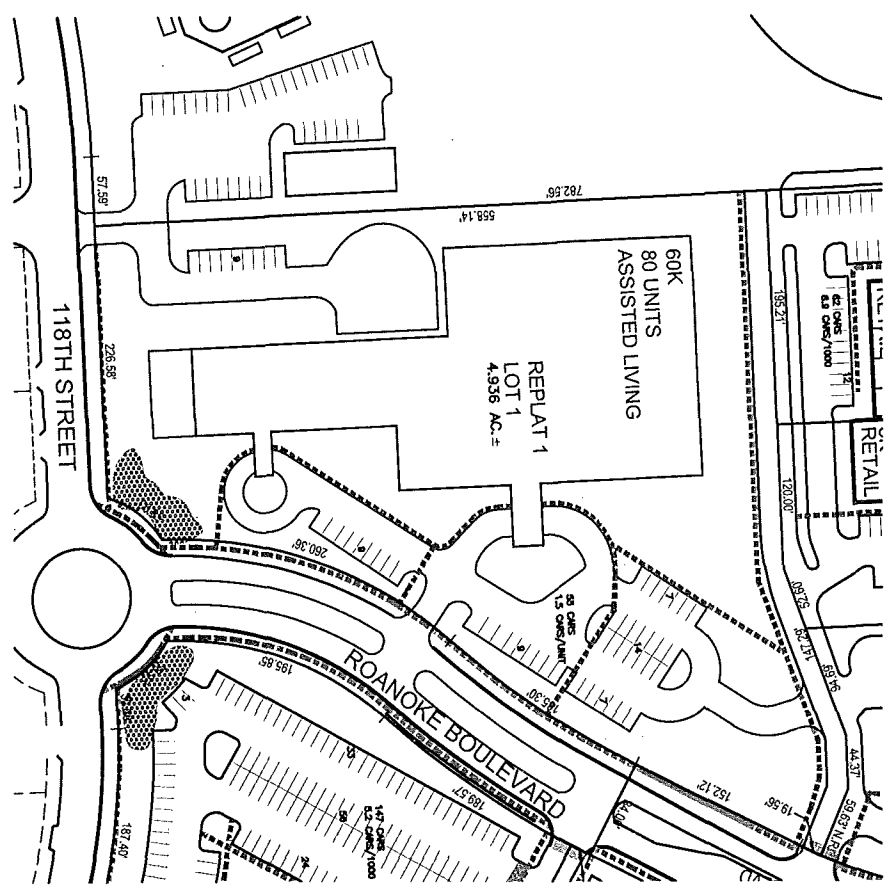
A 10.0 FOOT LANDSCAPING EASEMENT LOCATED IN PART OF LOT 22, ROANOKE BUSINESS PARK, A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF THE NW1/4 AND ALSO SW1/4 OF THE NW1/4 OF SECTION 05, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 22, ROANOKE BUSINESS PARK, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 1, SAID ROANOKE BUSINESS PARK REPLAT ONE, A SUBDIVISION LOCATED IN SAID SECTION 05, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF 118TH STREET; THENCE S02°40'59"E (ASSUMED BEARING), ALONG THE EAST LINE OF SAID LOT 22, ROANOKE BUSINESS PARK, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF 118TH STREET, A DISTANCE OF 10.00 FEET; THENCE S87°09'20"W, A DISTANCE OF 782.59 FEET TO A POINT ON THE WEST LINE OF SAID LOT 22, ROANOKE BUSINESS PARK, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 120TH STREET; THENCE N02°31'01"W ALONG SAID WEST LINE OF LOT 22, ROANOKE BUSINESS PARK, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF 120TH STREET, A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 22, ROANOKE BUSINESS PARK, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 16, ROANOKE BUSINESS PARK; THENCE N87°09'20"E ALONG SAID NORTH LINE OF LOT 22, ROANOKE BUSINESS PARK, SAID LINE ALSO BEING SOUTH LINE OF SAID LOT 16, ROANOKE BUSINESS PARK, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 1, ROANOKE BUSINESS PARK REPLAT ONE, A DISTANCE OF 782.56 FEET TO THE POINT OF BEGINNING.

SAID 10.0 FOOT LANDSCAPING EASEMENT CONTAINS AN AREA OF 7,826 SQUARE FEET OR 0.180 ACRES, MORE OR LESS.

 <p>E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599</p>	<p>LANDSCAPING EASEMENT</p> <p>LOT 22</p> <p>ROANOKE BUSINESS PARK</p> <p>DOUGLAS COUNTY, NEBRASKA</p>	
	<p>Drawn by: JRS Chkd by: _____ Date: 11/20/2015</p> <p>Job No.: 2004.216.028</p>	

Special Community Value Design Features
 ROANOKE BUSINESS PARK
 LOT 1 REPLAT 1



- PLAN LEGEND**
- REQUIRED STREET TREES
 - MINIMUM 5' WIDE SIDEWALK
 - 10' WIDE INTEGRALLY COLORED CROSSWALK
 - BERMED, LANDSCAPED AREAS

- Pedestrian Systems**
- This project shall be designed for pedestrians as well as for the automobile. The project shall include an internal system of sidewalks and/or pathways. Sidewalks and/or pathways shall include clear and direct connections between buildings (including pad sites) and adjacent developments. A system of 5' walkways are shown connecting all areas of the development with the perimeter walk system.
 - Buildings on lots located adjacent to perimeter streets shall have access to both the perimeter and internal sidewalk system. All buildings shall have at least one sidewalk access to the walk system with corner lots having two walk accesses.
 - Pedestrian crossings shall be distinguished from other driving surfaces through the use of paving materials such as brick or colored concrete pavers or colored concrete. Concrete shall be colored throughout, not surface applied color such as paint or stain. The pedestrian crossing shall be a minimum of 10 feet wide and shall be defined by 4" four bollards (2 at each end of the crossing).
 - Points of access to perimeter streets
 - "Loop" drives or streets shall be finished with sidewalks on both sides of the street. Street trees shall be planted at 40' on center on Fort Street shall be 1 1/2' caliper. Trees are to be selected from the Typical Plant Schedule shown on Exhibit B.
 - Pad sites shall be limited to one unobstructed vehicular access point from the loop road. As shown, Lot 9 shall have shared access with Lot 7, 9, and 10 to 118th Street.
 - Internal streets shall not exceed 25' in width except where additional width is needed to accommodate on-street parking or where the interior street connects to an arterial. All internal streets are shown at a maximum width of 22' except where on-street parking is provided.
 - The project shall utilize traffic calming techniques such as on-street parking and corner nodes. Not applicable as shown. Bollards shall be used, where appropriate, to help protect pedestrians. The intersection of the plaza sidewalks with streets and drive shall be defined by traffic bollards. Bollards shall be placed no further apart than 6 feet on center.
 - The project shall make pedestrian connections to the adjacent park and trail system. Not applicable to this development.
 - Prior to the final plat, documentation shall be obtained from MAT that indicates whether a bus stop is needed, and if so, how the bus will be accommodated. A bus stop shall be located within the plaza on Lots 5 or 6, if required.
 - Bike racks shall be provided on every lot. A minimum of one bike rack shall be located on each lot.
- Landscaping**
- The interior of parking lots shall be landscaped. (This requirement shall not be transferred to the perimeter of the lot.) A minimum greenspace within the parking area shall be 5 percent of the parking area. The minimum size of the parking lot islands shall be 8 feet by 26 feet (9 feet by 18 feet for a half island).
 - Prized and public plazas shall be landscaped. (This landscaping shall not count toward the required landscaping.) Not applicable as shown.
 - Planter and beds of perennial and annual flowering plants shall be incorporated into the mixed-use areas. Not applicable as shown.
 - Green infrastructure signs shall be located on Lot 8. The trees associated with the sign (indicated by hatched area) shall be bermed and landscaped.
 - "CC" signifiers or higher shall be followed for all interior lot landscaping.
 - Provisions for maintaining the landscaping shall be included in the development agreement. A business association shall be established to maintain all private ways, common open space/plaza areas, landscaping and site furnishing.
- Plaza, Public Places and Buildings**
- The project shall provide at least one location where buildings are grouped together to form a distinctive space. Grouped buildings shall be placed closer to the property line than the standard setback used in the development. The space shall include seating areas and a portion of the area shall be shaded through the use of the cover or permanent structures such as a walk or canopy. In addition, at least two (2) of the following types of features shall be provided:
 - Water feature
 - Sculpture or other artwork
 - Seating patterns (brick, stone or colored and patterned concrete)
 - Decorative lighting
 - Benches (wooden, non-advertising)
 - Not applicable as shown.
 - Buildings placed closer to the street than the standard setback shall have an entrance onto the street, and shall have parking on the street. Not applicable as shown.
 - Internal drives shall meet landscaping requirements for public streets. Where appropriate, internal streets shall be planted with street trees.
 - Community and public plazas shall be located no further than 1/2 mile from any location in the mixed-use area. (This shall be accomplished with one central plaza or more than one plaza if the plazas are located near the edge of the site.) The three plazas are located within a quarter mile of all buildings.
- Parking/Vehicle Circulation**
- Internal streets shall connect directly to adjacent developments. Appropriate connections have been made to adjacent development.
 - Internal circulation shall distribute traffic to minimize conflict at access points. As shown, access to parking lots and pad sites from perimeter streets and loop drives is provided at 90 degree intersections with appropriate separation between access points.

<p>MU2</p>	<p>ROANOKE BUSINESS PARK REPLAT 1 MIXED USE PLAN OMAHA, NE EXHIBIT B - LOT 1 REPLAT 1</p>	<p>E & A CONSULTING GROUP, INC. ENGINEERING • PLANNING • ENVIRONMENTAL COMPLIANCE • FIELD SERVICES</p> <p style="font-size: small;">311 NORTH 111TH STREET, OMAHA, NE 68104 PHONE: (402) 495-4100 FAX: (402) 495-5111 WWW.EACG.COM</p>
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