



MISC 2016042115



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
06/02/2016 14:33:19.00



2016042115

PERMANENT LANDSCAPE AND BUFFER EASEMENT

This Easement made this 26 day of May 2016, by SHADOW RIDGE LIMITED PARTNERSHIP, a Nebraska limited partnership, hereafter referred to as "Grantor", to the MARY KAY BOWDEN REVOCABLE TRUST, hereafter referred to as the "Grantee".

RECITALS

WHEREAS, Grantor is lawful owner of Lot 2 The Ridges Replat 13, a subdivision in Douglas County, Nebraska (hereinafter referred to as the "Burdened Lot");

75-06814

WHEREAS, Grantee is the lawful owner of Lot 2 Clubside Replat VII, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (hereinafter referred to as the "Benefitted Lot");

WHEREAS, by virtue of the recording of this Easement, the Burdened Lot shall be owned, held, transferred, sold, conveyed, used, and occupied and mortgaged or otherwise encumbered subject to the provisions of this Easement and every grantee of any interest in the Burdened Lot, by acceptance of a deed or other conveyance of such interest, and every person or entity owning an interest in any portion of said Burdened Lot, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Declaration and shall be deemed to have consented to the terms hereof;

WHEREAS, Grantor does not wish to relinquish any of its right, title and interest to the Burdened Lot, but wished to permit the easement upon the Burdened Lot;

WHEREAS, Grantee desires to reserve and establish for its own benefit and for the benefit of its successors and assigns, the right to construct (including grading) and maintain landscaping and related improvements upon the Burdened Lot within the easement area specified below. Grantee to be responsible for any costs associated with the construction and maintenance of landscaping and related improvements within the easement area;

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 grant to Grantee, their successors and assigns, a permanent landscape easement on the Burdened Lot in the location set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

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

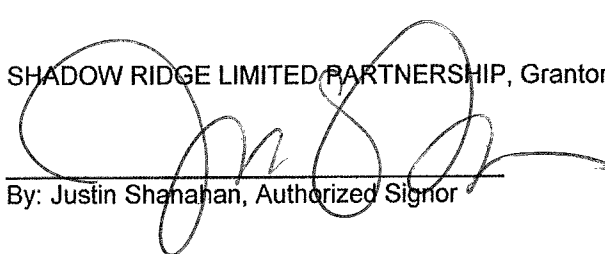
1. The foreclosure of any mortgage covering all or any portion of the Burdened Lot shall in no way affect or diminish any easements granted herein, for all such easements shall remain in full force and effect for the benefit of the grantee described herein.
2. Grantee shall have the exclusive right to use the property legally described as follows:

SEE ATTACHED EXHIBIT "A"

3. Grantee shall have the right of ingress and egress through the Burdened Lot for purposes of constructing landscaping improvements, including but not limited to, mowing, grading, installing boulders or other natural landscaping features, installing an underground irrigation system, or installing any other appurtenances reasonably related to landscaping improvements at the will of Grantee.
4. No buildings or permanent structures other than landscaping and related appurtenances shall be permitted upon the Burdened Property.
5. This easement is also for the benefit of any contractor, agent, employee or representative of the Grantee.
6. That Grantor does confirm with the Grantee, that the Grantor is well seized in fee of the above-described property and that Grantor the right to grant and convey this easement.
7. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the Grantor and Grantee.
8. This instrument shall run with the land and be binding upon the owner of the Burdened Lot and its respective successors and assigns and may not be modified in any respect whatsoever or rescinded, in whole or in part, except with the written consent of all titleholders of the Burdened Lot and the Benefitted Lot. This instrument shall be construed and governed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, said Grantor has executed this easement on the date first written above.

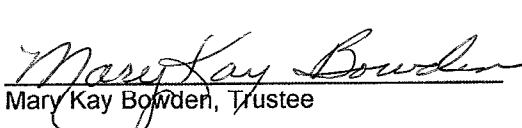
SHADOW RIDGE LIMITED PARTNERSHIP, Grantor



By: Justin Shanahan, Authorized Signor

Date

5/26/16

GRANTEE: MARY KAY BOWDEN REVOCABLE TRUST


Mary Kay Bowden, Trustee


Delwyn K. Bowden, Trustee

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.:

The foregoing instrument was acknowledged before me this 26th day of May, 2016 by Justin Shanahan, Authorized Signor, on behalf of Shadow Ridge Limited Partnership, a Nebraska limited Partnership.

Shirley J Ratcliff
Notary Public



STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

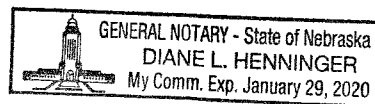
The foregoing instrument was acknowledged before me this 26th day of May, 2016 by Mary Kay Bowden, Trustee of the Mary Kay Bowden Revocable Trust.

Diane L. Henninger
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 26th day of May, 2016 by Delwyn K. Bowden, Trustee of the Mary Kay Bowden Revocable Trust.

Diane L. Henninger
Notary Public



EASEMENT EXHIBIT

LEGAL DESCRIPTION

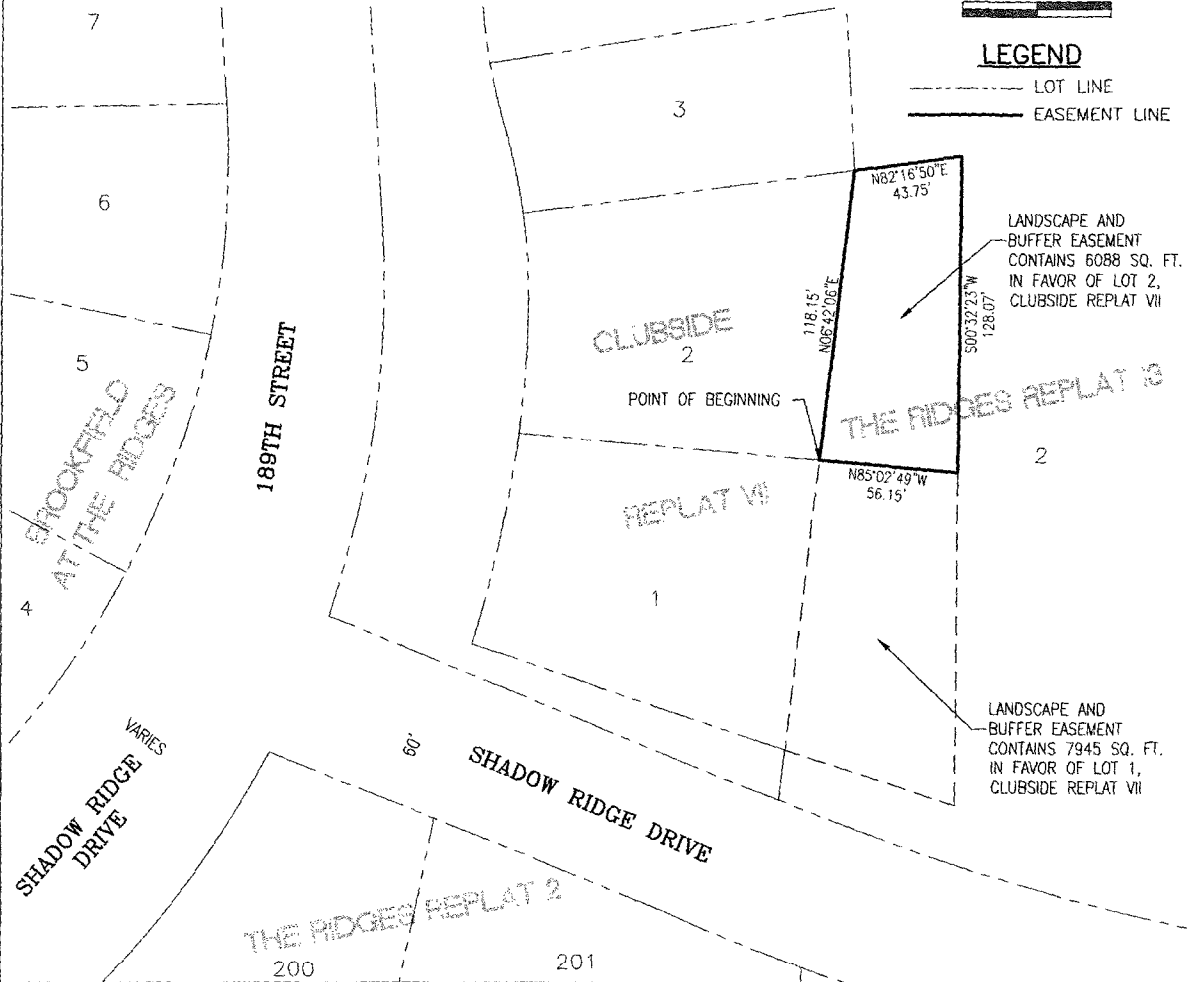
A PERMANENT LANDSCAPE AND BUFFER EASEMENT OVER THAT PART OF LOT 2 THE RIDGES REPLAT 13, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, IN FAVOR OF LOT 2 CLUBSIDE REPLAT 7, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2 CLUBSIDE REPLAT 7:
 THENCE NORTH 06°42'06" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF CLUBSIDE REPLAT 7) FOR 118.15 FEET ALONG THE EAST LINE OF SAID LOT 2 TO THE NORTHEAST CORNER THEREOF;
 THENCE NORTH 82°16'50" EAST FOR 43.75 FEET;
 THENCE SOUTH 00°32'23" WEST FOR 128.07 FEET;
 THENCE NORTH 85°02'49" WEST FOR 56.15 FEET TO THE POINT OF BEGINNING.
 CONTAINS 6,088 SQUARE FEET.



LEGEND

- LOT LINE
- EASEMENT LINE



LANDSCAPE AND BUFFER EASEMENT CONTAINS 6088 SQ. FT. IN FAVOR OF LOT 2, CLUBSIDE REPLAT VII

LANDSCAPE AND BUFFER EASEMENT CONTAINS 7945 SQ. FT. IN FAVOR OF LOT 1, CLUBSIDE REPLAT VII



LAMP RYNEARSON
 ASSOCIATES

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DRAWN BY	DESIGNED BY	REVIEWED BY	PROJECT - TASK NUMBER	DATE	BOOK AND PAGE	REVISIONS
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