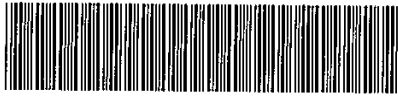




1290 679 MISC



06228 99 679-680

Nebr Doc
Stamp Tax

Date

\$

By

RICHARD N. TARECH
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

99 APR 26 PM 3:17

RECEIVED

LANDSCAPE EASEMENT

THAT Gottsch Land Co., a Nebraska corporation, hereinafter referred to as GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the Indian Creek - Villas Homeowners Association, a Nebraska non-profit corporation, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to landscape and maintain such landscaping on, over and through that certain real property as set forth on, and as more specifically shown in Exhibit "A" attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Improvements at the will of the GRANTEE. It is further agreed as follows:

1. This easement runs with the land. That no grading, fill or fill material, embankment work, buildings, improvements, other structures, trees, grass or shrubbery shall be placed in, on, over, or across said easement strip by GRANTOR, its successors or assigns without prior written approval of the GRANTEE.
2. This easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE and any of said construction, work on or maintenance.
3. That said GRANTOR, for itself and for its successors and assigns, does hereby confirm with the said GRANTEE and its successors and assigns, that GRANTOR is well seized in fee of the above described property and that GRANTOR has the right to grant and convey this easement in the manner and form aforesaid, and that GRANTOR and its successors and assigns shall warrant and defend this easement to said GRANTEE and its assigns against the lawful claims and demands of all persons.
4. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the GRANTOR and the GRANTEE or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this easement this ____ day of _____, 1999.

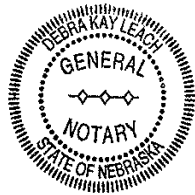
GRANTOR: GOTTSCH LAND CO., A Nebraska Corporation

By: 

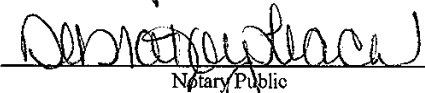
President

STATE OF NEBRASKA)
COUNTY OF Douglas) ss

The foregoing instrument was acknowledged before me this 22 day of April, 1999 by Brett A. Gottsch, President of Gottsch Land Co.



MY COMMISSION EXPIRES:
May 28, 2002


Notary Public

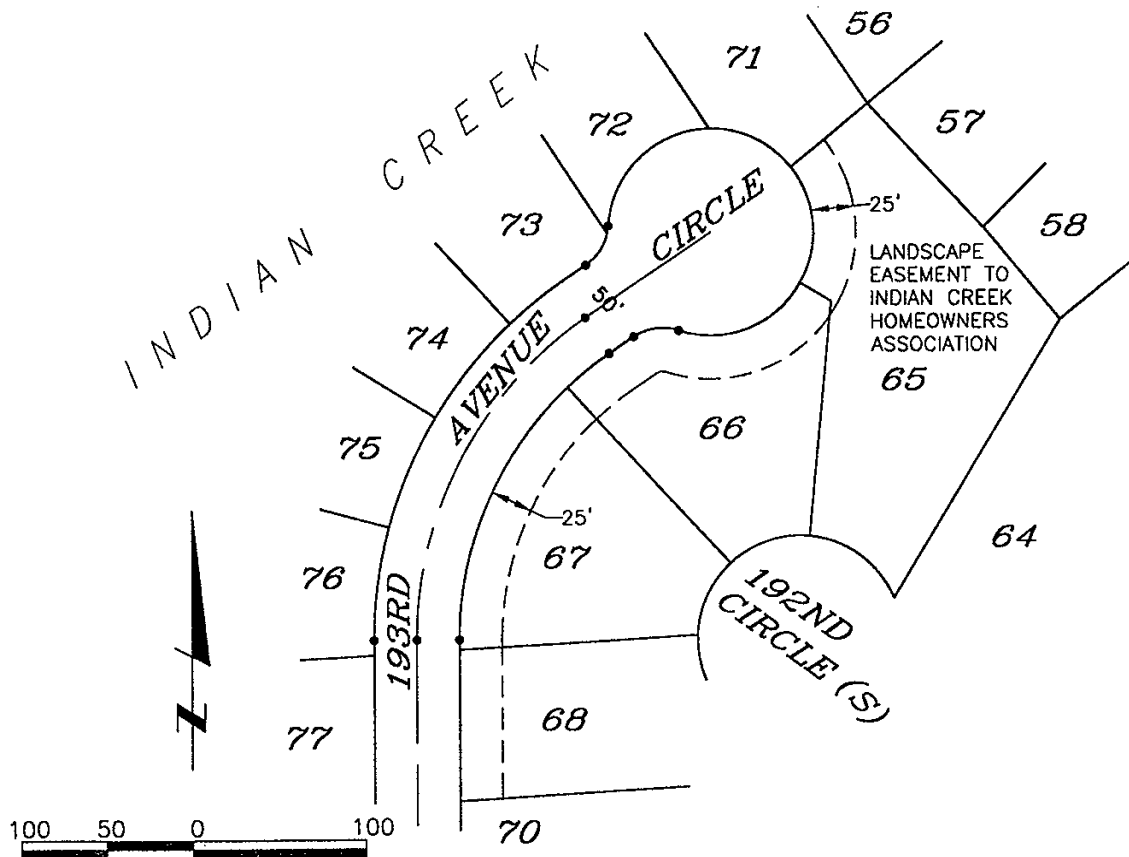
Return to:
Walsh, Fullenkamp & Doyle
11440 West Center Road
Omaha, Nebraska 68144-4482
ack

6228 1200 OC-18129
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Comp - C/O COMP KP
SCAN ds fv

Exhibit "A"

LEGAL DESCRIPTION:

A permanent easement for the construction and maintenance for landscaping over that twenty-five foot strip of land lying east of and abutting 193rd Avenue Circle over Lots 65 through 68, inclusive, INDIAN CREEK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.



94050\9450EAS5 V1

Book _____ Page _____ Date MAY 1, 1998 Dwn.By AET Job Number 94050.01-023



lamp, ryneearson & associates, inc.
engineers surveyors planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

ph 402-496-2498
fax 402-496-2730