




MISC 2006123572



OCT 27 2006 10:31 P 3

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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 10/27/2006 10:31:00.97  
  
 2006123572

### FENCE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT HEARTHSTONE HOMES, INC., a Nebraska corporation, hereinafter collectively referred to as GRANTOR whether one or more, 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 MEADOW RIDGE/SHADOWBROOK HOMEOWNERS ASSOCIATION, INC., its successors and assigns, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to install, maintain and operate a community fence, and appurtenances thereto (hereinafter collectively the "Improvements"), in, through and under the parcel of land legally described as follows:

See 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 inspecting, maintaining, operating repairing or replacing said Improvements at the will of the GRANTEE, its successors and assigns. The Grantor may, following construction of said Improvements, continue to use the surface of the easement conveyed hereby for other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no building, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over or across said easement strip by Grantor, its successors and assigns without express written approval of Grantee. Improvements which may be placed across said easement strip by Grantor include landscaping. Any such improvements, including any trees, grass or shrubbery placed on said easement, shall be maintained by Grantor, its successors and assigns.

2. That Grantee will replace or rebuild any and all damage to improvements caused by Grantee exercising its rights of inspecting, maintaining or operating said Improvements installed by Grantee.

3. This permanent easement is also for the benefit of any contractor, agent, employee or representative of Grantee and any of said construction and work.

4. It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, a community fence, and related appurtenances in the easement area. Any repair, maintenance, reconstruction or replacement of said Improvements shall be at Grantee's sole cost and

expense, except any repairs, maintenance, reconstruction or replacement necessitated by the sole actions of Grantor or Grantor's successors and assigns. In the event Grantee fails to repair or maintain said Improvements in good operating condition, upon notice to Grantee of its failure to do so, Grantor shall have the right, but not the obligation, to repair, replace and maintain said Improvements.

5. That said Grantor and its successors and assigns does confirm with said Grantee and its successors and assigns, the Grantor is well seized in fee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will warrant and defend this easement to said Grantee and its successors and assigns against the lawful claims and demands of all persons. This easement shall run with the land and inure to the benefit of Grantee's successors and assigns.

6. That said permanent easement is granted upon the condition that the Grantee may remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, and trees within the easement area as necessary for construction.

7. That this instrument contains the entire agreement of the parties; that there are no different agreements or understandings, except a temporary construction easement if and as applicable between the Grantor and 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 set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this Easement on this 24 day of October 2006.

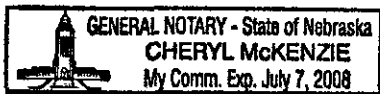
GRANTOR:  
HEARTHSTONE HOMES, INC., a  
Nebraska corporation,

By: [Signature]  
Name and Title: Chief Marketing Officer

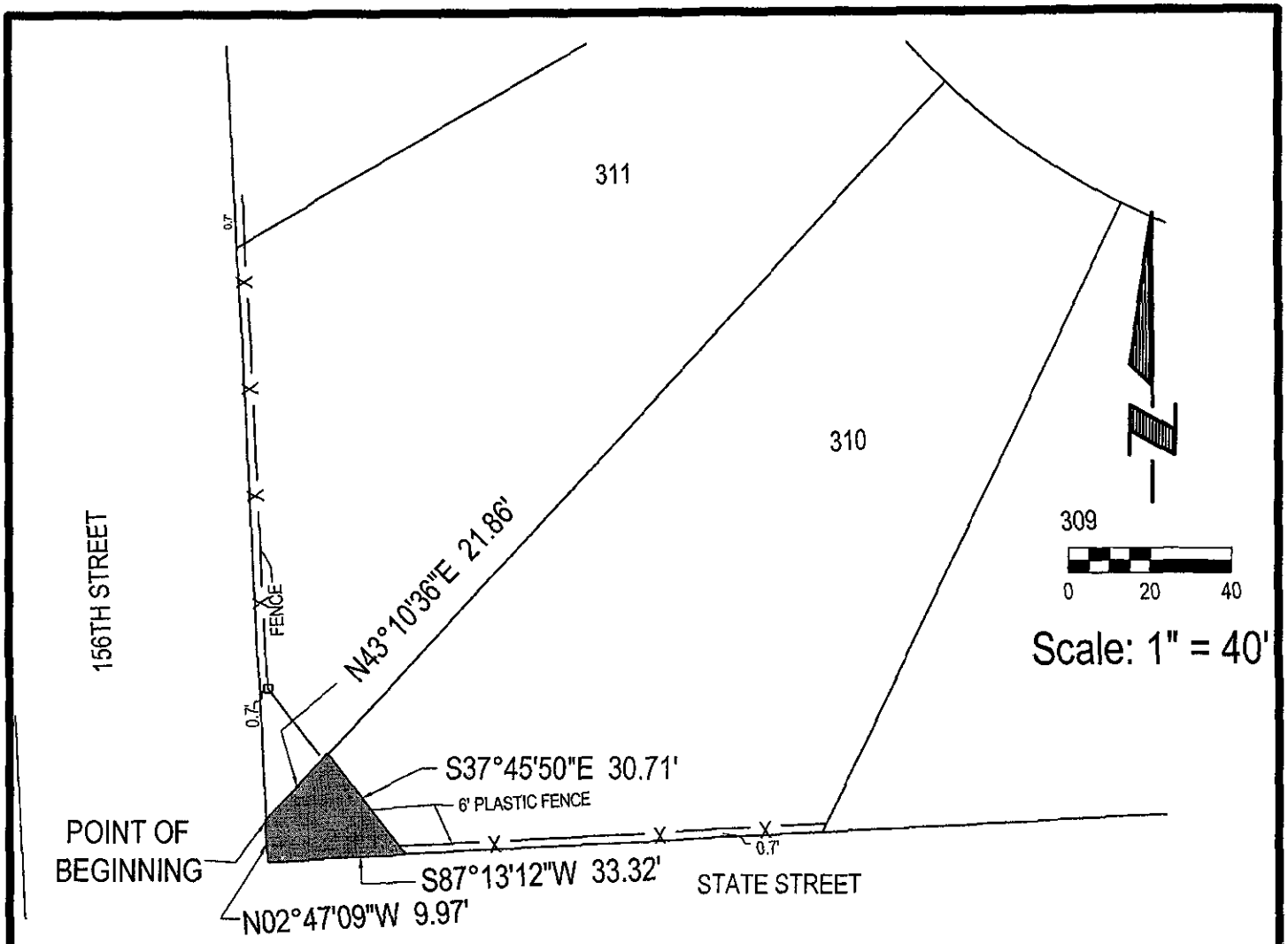
STATE OF NEBRASKA     )  
  )     ss.  
COUNTY OF DOUGLAS    )

Before me, the undersigned, Notary Public in and for said County and State appeared Neil Smith, CMO of HearthStone Homes, Inc., a Nebraska corporation, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notarial Seal this 24 day of October 2006.



Cheryl McKenzie  
Notary Public



**LEGAL DESCRIPTION**

PERMANENT FENCE EASEMENT LOCATED IN LOT 310, MEADOW RIDGE, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

BEGINNING AT THE SOUTHWEST CORNER OF LOT 311, SAID MEADOW RIDGE, SAID POINT ALSO BEING ON THE WESTERLY LINE OF LOT 310, SAID MEADOW RIDGE, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 156TH STREET; THENCE N43°10'36"E (ASSUMED BEARING) ALONG THE WESTERLY LINE OF SAID LOT 310, MEADOW RIDGE, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 311, MEADOW RIDGE, A DISTANCE OF 21.86 FEET; THENCE S37°45'50"E, A DISTANCE OF 30.71 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 310, MEADOW RIDGE, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF STATE STREET; THENCE S87°13'12"W ALONG SAID SOUTH LINE OF LOT 310, MEADOW RIDGE, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF STATE STREET, A DISTANCE OF 33.32 FEET TO THE SOUTHWEST CORNER OF SAID LOT 310, MEADOW RIDGE, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE OF 156TH STREET, AND SAID NORTH RIGHT-OF-WAY LINE OF STATE STREET; THENCE N02°47'09"W ALONG SAID WESTERLY LINE OF LOT 310, MEADOW RIDGE, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF 156TH STREET, A DISTANCE OF 9.97 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT FENCE EASEMENT CONTAINS AN AREA OF 498 SQUARE FEET OR 0.011 ACRES, MORE OR LESS.

**e+a** E&A CONSULTING GROUP, INC.  
 ENGINEERING • PLANNING • FIELD SERVICES  
 330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700

**PERMANENT FENCE EASEMENT**  
  
 LOT 310, MEADOW RIDGE  
 DOUGLAS COUNTY, NEBRASKA

Drawn by: KAG Chkd by: WOC 10-24-06 Chkd by: \_\_\_\_\_  
 Job No.: P2003.201.001 Date: 10/24/2006