



51 50
WATEREST 1
Q

OPEN SPACE EASEMENT

That **Waterford Estates, LLC**, a Nebraska limited liability company, herein called "**Grantor**", record owner of the real property hereinafter described, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto **Waterford Estates East Townhome Association**, a Nebraska non-profit corporation, its successors and assigns, herein called "**Grantee**", a permanent easement over the north fifty (50) feet of that portion of Outlot "H", Waterford Estates 1st Addition, Lincoln, Lancaster County, Nebraska, that is adjacent to the south property line of the Benefited Property, which is shown on Exhibit "A" attached hereto and incorporated herein by this reference ("Easement Area"), to restrict the use of the Easement Area to landscaped open space and to prohibit building development within the Easement Area, for the benefit of the real property legally described as Lots 1 through 51, Block 5 and Outlot "A", Waterford Estates 1st Addition, Lincoln, Lancaster County, Nebraska ("Benefited Property"), subject to the following terms and conditions:

1. Prohibited Uses. Grantor agrees that no buildings, structures, parking lots, driveways, fences or any other improvements shall be constructed within the Easement Area.

2. Maintenance of Easement Area. Grantor shall be responsible, at its cost, to maintain the Easement Area. Grantor shall have the right to plant and maintain grass, shrubs, trees and other landscaping material within the Easement Area. In the event Grantee is not satisfied with Grantor's level of care in maintaining the Easement Area, Grantee shall have the right, after providing written notice to Grantor, to enter onto the Easement Premises and perform additional maintenance at its own cost and expense. Grantee agrees to indemnify, defend, protect and hold harmless Grantor, and Grantor's members, managers, successors and assigns, from and against any and all claims, demands, losses, actions, causes of actions, suits, settlements, liabilities and damages, whatsoever kind arising out of or resulting from Grantee's or its agent's maintenance activities upon the Easement Area.

3. Binding Affect. The Easement granted herein shall run with the land and shall inure to the benefit of the Benefited Property and be binding upon the heirs, successors and assigns of Grantor and Grantee.

MAIL
FNT


4. Amendment or Termination of Easement. This Easement may not be terminated without the express written consent of the owner of the Benefited Property.

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the date set forth above.

"GRANTOR"

WATERFORD ESTATES, LLC, a
Nebraska limited liability company

By: **RIDGE DEVELOPMENT
COMPANY,** a Nebraska corporation,
Manager

By: 
Thomas E. White
President of Development

By: 
John C. Brager
President of Construction


By: **SOUTHVIEW, INC.,** a Nebraska
corporation, Manager

By: 
John F. Schleich, President

By: 
RICHARD W. MEGINNIS, Manager

"GRANTEE"

**WATERFORD ESTATES EAST
TOWNHOME ASSOCIATION,** a
Nebraska nonprofit corporation

By: 
President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 19 day of June, 2008, by Thomas E. White, President of Development of Ridge Development Company, a Nebraska corporation, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company on behalf of the limited liability company.



GENERAL NOTARY-State of Nebraska
R. KENT RADKE
My Comm. Exp. Sept. 13, 2010

R Kent Radke
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 19 day of June, 2008, by John C. Brager, President of Construction of Ridge Development Company, a Nebraska corporation, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company on behalf of the limited liability company.



GENERAL NOTARY-State of Nebraska
R. KENT RADKE
My Comm. Exp. Sept. 13, 2010

R Kent Radke
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 19 day of June, 2008, by John F. Schleich, President of Southview, Inc., a Nebraska, corporation, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company on behalf of the limited liability company.



GENERAL NOTARY-State of Nebraska
R. KENT RADKE
My Comm. Exp. Sept. 13, 2010

R Kent Radke
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this 19 day of June, 2008, by Richard W. Meginnis, Manager of **Waterford Estates, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.



GENERAL NOTARY-State of Nebraska
R. KENT RADKE
My Comm. Exp. Sept. 13, 2010

R Kent Radke

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing was acknowledged before me this ____ day of _____, 2008, by _____, President of **Waterford Estates East Townhome Association**, a Nebraska nonprofit corporation, on behalf of the nonprofit corporation.

Notary Public

EXHIBIT "A"

**LEGAL DESCRIPTION
LANDSCAPE EASEMENT**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "H", WATERFORD ESTATES 1ST ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID OUTLOT "H", SAID POINT BEING THE SOUTHEAST CORNER OF OUTLOT "A", WATERFORD ESTATES 1ST ADDITION, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID OUTLOT "H" ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 48 MINUTES 28 SECONDS EAST, A DISTANCE OF 50.03 FEET TO A POINT; THENCE NORTH 88 DEGREES 55 MINUTES 37 SECONDS WEST ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID OUTLOT "H", A DISTANCE OF 894.21 FEET TO A POINT; THENCE NORTH 67 DEGREES 01 MINUTES 23 SECONDS WEST ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH A NORTH LINE OF SAID OUTLOT "H", A DISTANCE OF 233.24 FEET TO A POINT OF INTERSECTION WITH A WEST LINE OF SAID OUTLOT "H", SAID POINT BEING ON THE EAST LINE OF SHORE FRONT DRIVE RIGHT-OF-WAY; THENCE NORTH 29 DEGREES 28 MINUTES 07 SECONDS EAST ALONG A WEST LINE OF SAID OUTLOT "H", SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 50.32 FEET TO A NORTHWEST CORNER OF SAID OUTLOT "H", SAID POINT BEING THE SOUTHWEST CORNER OF SAID OUTLOT "A"; THENCE SOUTH 67 DEGREES 01 MINUTES 23 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "H", SAID LINE BEING A SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 217.87 FEET TO A POINT; THENCE SOUTH 88 DEGREES 55 MINUTES 37 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "H", SAID LINE BEING A SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 882.89 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 55,705.49 SQUARE FEET OR 1.28 ACRES, MORE OR LESS.

