

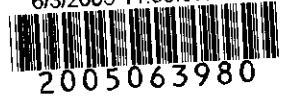


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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
6/3/2005 11:33:57.44



2005063980

LANDSCAPE EASEMENT

WHITEHAWK DEVELOPMENT, LLC, a Nebraska limited liability company, and DAVE PAIK BUILDERS, INC., a Nebraska corporation, being the owners of the real estate described below, and hereinafter collectively referred to as the "Grantor," for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to SANITARY AND IMPROVEMENT DISTRICT NO. 476 OF DOUGLAS COUNTY, NEBRASKA, a Nebraska political subdivision, and the WHITEHAWK HOMEOWNERS ASSOCIATION, a Nebraska not-for-profit corporation, their respective successors, licensees and assigns, hereinafter collectively referred to as "Grantee," a permanent and non-exclusive easement for the construction, installation, operation, maintenance, repair, replacement, preservation and renewal of landscaping features (including, but not limited to, trees, shrubs, bushes, flowers and grass areas, underground sprinkler systems and associated appurtenances) (collectively "Landscaping"), over, upon, along, in and across the following described real estate in Douglas County, Nebraska, to-wit (the "Easement Area"):

The northerly rear fifteen feet (15') abutting "F" Street of Lots 527 through 549, inclusive; and the easterly rear fifteen feet (15') abutting 192nd Street of Lots 549 through 581, inclusive, all in Whitehawk, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, as more particularly shown on Exhibit "A" attached hereto and incorporated herein by this reference.

Grantor does hereby grant and confirm unto Grantee, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing (including grading), inspecting and maintaining or operating signs, Landscaping and associated appurtenances at the will of the Grantee.


Where such Landscaping is located, the Grantee shall have the right to construct, repair, renew, maintain, replace and preserve the Landscaping within the Easement Area.

No buildings, fences or other structures shall be placed in, on, over or across the Easement Area by Grantor, its successors and assigns, without the express approval of the Grantee, except for improvements such as minor repair and maintenance of the Landscaping, without Grantee's approval. Any of the Landscaping placed on the Easement Area shall be maintained by Grantee, its successors or assigns.


The owners of the real estate described within the Easement Area shall not remove, alter or relocate the Landscaping within the Easement Area without the consent of Grantee, except for repair or replacement of like Landscaping.

This conveyance is made as of the 20 day of May, 2005.

WHITEHAWK DEVELOPMENT, LLC,
a Nebraska limited liability company

By: 
John C. Alien, Manager

DAVE PAIK BUILDERS, INC., a Nebraska corporation

By: 
Dave Paik, President


After recording, please return to:
John Q. Bachman
PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114

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STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 25th day of April, 2005, by JOHN C. ALLEN, Manager of WHITEHAWK DEVELOPMENT, LLC, a Nebraska limited liability company, on behalf of the limited liability company.





Notary Public

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20 day of May, 2005, by DAVE PAIK, President of DAVE PAIK BUILDERS, INC., a Nebraska corporation, on behalf of the corporation.





Notary Public



