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FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2011-06415

03/04/2011 12:01:04 PM

Floyd J. Dowling

REGISTER OF DEEDS



----- [SPACE ABOVE THIS LINE FOR RECORDING DATA] -----

DECLARATION OF SIGN EASEMENT

This Declaration of Sign Easement ("Declaration") is entered into this 4th day of March, 2011, by Roland F. Waite ("Declarant").

RECITALS:

WHEREAS, Declarant is the owner of Lots 1 and 2, I-80 Industrial Park Replat 4, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska (each lot shall be separately referred to as "Lot 1" and "Lot 2" and together as the "Lots"); and

WHEREAS, the sign for the benefit of Lot 2 is located on Lot 1; and

WHEREAS, it is necessary for the Declarant to grant an exclusive perpetual easement in favor of Lot 2 for the construction, maintenance and operation of a sign upon Lot 1.

NOW, THEREFORE, the Declarant makes the following declarations which shall be binding upon all present and future owners and occupants of the Lots:

1. **Grant of Easement.** The Declarant for himself, his heirs and personal representative and assigns grants for the benefit of the owners and tenants of Lot 2 a perpetual easement for the construction, maintenance and operation of a sign (the "Sign") located on that portion of Lot 1 shown on Exhibit "A" attached hereto and described as follows:

Beginning at the Northwest corner of Lot 1, I-80 Industrial Replat 4; thence South 89°59'54" East for 20 feet along the South right-of-way of Giles Road; thence due South for 20 feet; thence due West to the West boundary of Lot 1; thence due North along the West boundary of Lot 1 to the point of beginning. (the "Easement Area").

2. **Visibility Covenant.** The owners or occupants of Lot 1 may not install, plant, or permit any improvements, landscaping, or plants to block or obstruct the visibility of the Sign from any point on Giles Road. The owner of Lot 1 shall mow and provide routine landscape maintenance in the Easement Area around the Sign.

3. **Electrical Service.** The electricity for the lighting of the Sign is provided through a connection to the electrical circuits in the building on Lot 1. The owner of Lot 1 shall provide electrical service to the Sign subject to the terms and conditions of this Declaration.

4. **Payment by Owner of Lot 2.** Commencing April 1, 2011, and continuing the April 1 of each year thereafter, the owner of Lot 2 shall pay to the owner of Lot 1 an annual payment of \$25.00 as reimbursement for the cost of electricity provided to the Sign (the "Annual Payment"). The Annual Payment shall be increased by three percent (3%) per annum, compounded annually, commencing April 1, 2012.

5. **Repairs to Electrical Circuit.** The electrical circuit which serves the Sign runs from the building on Lot 1 to a monument sign for Lot 1 located near the Giles Road right-of-way and then proceeds from the monument sign for Lot 1 to the Sign. The owner of Lot 2 shall pay all of costs of the repairs to that electrical circuit between the Sign and the monument sign for Lot 1 and one-half (1/2) of the costs of repairs to the electrical circuit between the building on Lot 1 and the monument sign for Lot 1; provided, however, that if such repairs are necessary due to damage to the electrical circuit caused by the negligence of the owner or occupants of Lot 1 or their agents or contractors, then the owner of Lot 1 shall be responsible for all of the costs of the repairs. The repairs shall be completed as soon as practicable. If the owner of Lot 1 does not timely complete the repairs, the Owner of Lot 2 may complete such repairs and the owner of Lot 1 shall be responsible for its share of the cost of the repairs as provided under this Section.

6. **Obligation for Payments.** Any amount which are required to be paid by owner of one Lot to the owner of the other Lot under this Declaration shall be due and payable within 10 days after receipt of written notice by the obligated owner and shall bear interest at the rate of fifteen (15%) per annum if not paid by such 10th day. Any amount due under this Declaration shall be a personal obligation of the owner of the Lot at the time such obligation arose under this Declaration and shall not be a lien on any Lot and shall not be an obligation of any subsequent owner of any Lot.

7. **Modification and Termination.** This Declaration and the rights provided herein may be terminated, modified or amended at any time only by the written agreement of the record owners of each Lot. Any such termination, modification or amendment shall be effective when duly recorded in the office of the Register of Deeds of Sarpy County, Nebraska

8. **Savings Clause.** The invalidity of any provision of this Declaration herein contained, as the case may be, shall not render the remainder of the Declaration invalid, or any other part therein contained.

9. **Declaration Runs with the Land.** Each and all of the provisions of this Declaration are easements, covenants and restrictions which shall run with the Lots and shall be binding upon and inure to the benefit of the owners of the Lots and their successors and assigns.

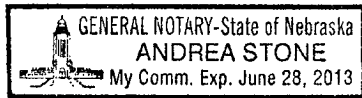
10. **Governing Law.** This Declaration shall be construed and governed in accordance with the laws of the State of Nebraska.

Executed this 2 day of March, 2011.

Roland F. Waite
Roland F. Waite

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 2 day of March, 2011, by Roland F. Waite.



Andrea Stone
Notary Public
My Commission Expires:

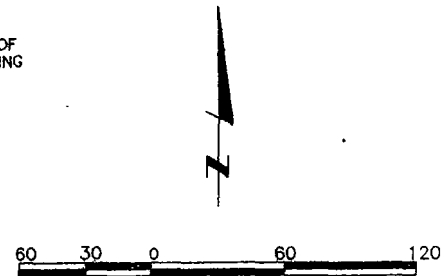
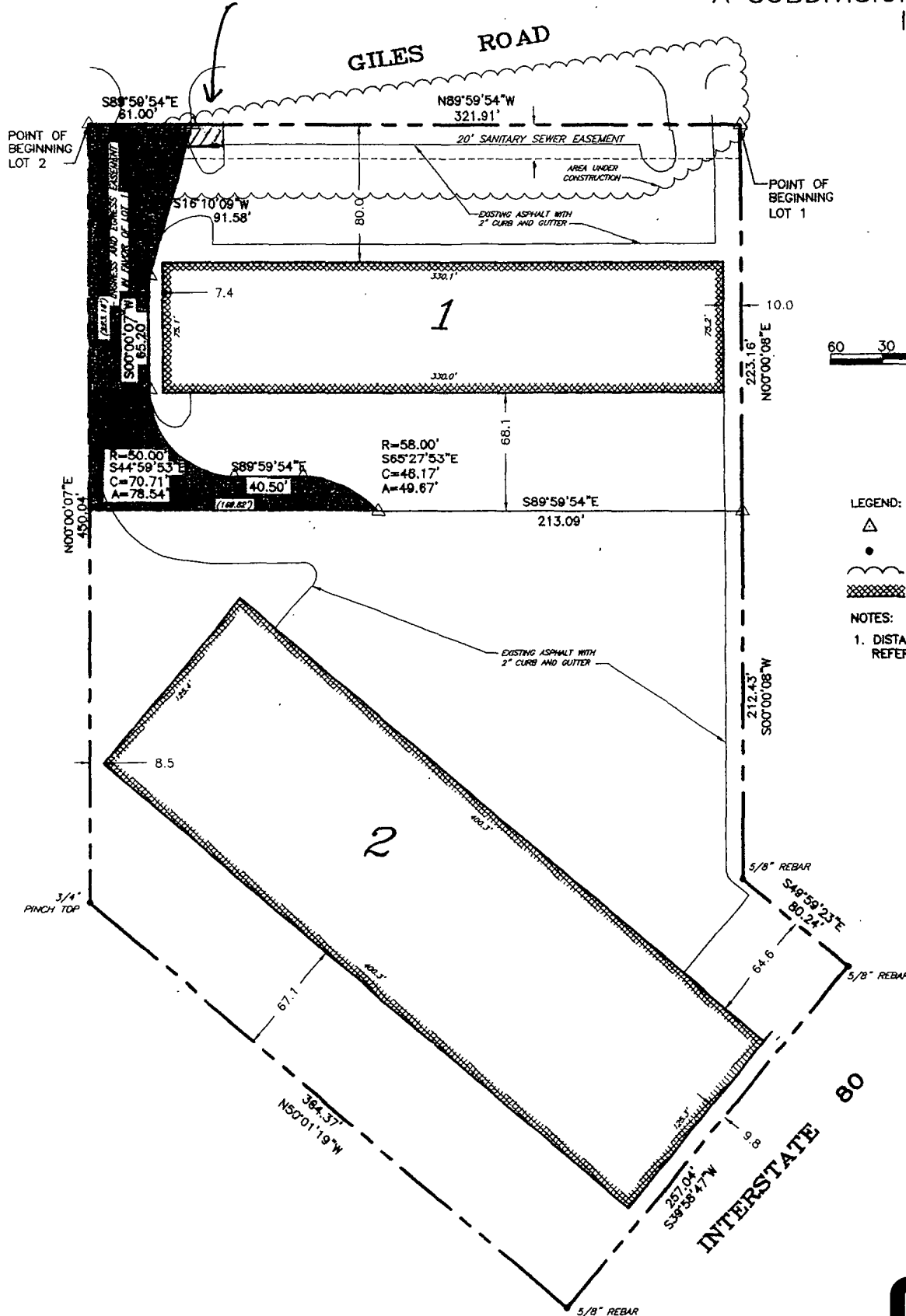
Return to:

**Michael D. Matejka
Woods & Aitken LLP
10250 Regency Circle, Suite 525
Omaha, NE 68114***

I-80 INDUSTRIAL

LOTS 1 AND 2, BEING A ADMIN PART OF LOT 5, I-80 INDUSTRIAL A SUBDIVISION, AS SURVEYED, P IN SARPY COUNTY,

Sign Easement Area



- LEGEND:
- \triangle PIN SET (5/8") REBAR
 - \bullet PIN FOUND
 - CONSTRUCTION AREA
 - EXISTING BUILDING

NOTES:

1. DISTANCES SHOWN IN PARENTHESIS REFER TO EASEMENTS.

COUNTY SURVEYOR'S CER

This plot of I-80 INDUSTRIAL by the Sarpy County Survey

[Signature]
Sarpy County Surveyor

COUNTY BUILDING INSPE

I hereby approve the a

[Signature]
County Building Inspector

Exhibit "A"