

FILED SARPY CO. NE.

INSTRUMENT NUMBER

2000-14575

2000 JUN 19 AM 8:54

Glenn G. ...

REGISTER OF DEEDS

Counter J. W. ✓
 Verify [Signature]
 D.E. [Signature]
 Proof [Signature]
 Fee \$ 26.50
 Ck Cash Chg

PYLON SIGN EASEMENT DECLARATION

HARRISON I-80 LLC, a Nebraska limited liability company ("Declarant"), hereby establishes the following Pylon Sign Easement.

PRELIMINARY STATEMENT

Harrison I-80 LLC, a Nebraska limited liability company, is the record owner of Lot 1 ("Lot 1") and Lots 17 and 18 (respectively "Lot 17" and "Lot 18"), Harrison Hills, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska and desires to establish a certain easement for a pylon or monument sign to be constructed upon a portion of Lot 18 or alternatively, Lot 17.

TERMS AND CONDITIONS

In consideration of the foregoing Preliminary Statement, which is incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant does hereby establish the following Pylon Sign Easement.

1. Declaration of Easement. Declarant does hereby declare and establish a permanent easement over, upon and across a portion of Lot 18 as more particularly depicted and described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Area"). The purpose of the easement shall be for the construction, placement, maintenance, repair and replacement of a free-standing pylon or monument sign (the "Sign"), including utility lines necessary for the operation of such Sign. In no event shall the execution of this Agreement be interpreted to obligate Declarant, or Declarant's successors and assigns, to erect the Sign.

After recording, please return to:

John Q. Bachman
Gaines, Pansing & Hogan
10050 Regency Circle, Suite 200
Omaha, NE 68114

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2. Use of the Sign. The Easement established in Section 1 of this Declaration shall be an appurtenance to Lot 1 for the exclusive use of: (i) the record owner of Lot 1 and its successors and assigns; (ii) the lessees and sublessees of Lot 1, but only as permitted by the record owner of Lot 1; and (iii) such other parties as shall be authorized from time to time by the record owner of Lot 1 or its successors or assigns. The owner of Lot 1 and those permitted by the record owner of Lot 1 to utilize the Sign are herein referred to as the "Permittees". The record owner of Lot 1 shall be responsible for all costs and expenses incurred in connection with the Sign's installation, maintenance, operation, repair, replacement and removal.

3. Access to Sign and Maintenance of Easement Area. The record owner of Lot 18 shall, at all times, have nonexclusive rights of access upon, over and across the Easement Area for all purposes to the extent reasonably necessary for the construction, installation, maintenance, repair, replacement and removal of the Sign and maintenance of the Easement Area. Following initial installation of the Sign, maintenance of the Sign and Easement Area shall be the sole responsibility of the owner of Lot 1, who hereby agrees to indemnify and hold the owner of Lot 18 harmless of and from any and all claims, liabilities or damages for personal injury and/or property damage arising out of the negligence or willful misconduct of the owner of Lot 1 in constructing, installing, maintaining and/or repairing the Sign and/or maintaining the Easement Area.

4. Substitution of Lot 17. At its sole election, the record owner of Lot 1 may elect to substitute and create an Easement Area over, upon and across a portion of Lot 17, at the location as more particularly depicted and described on Exhibit "A". Only one (1) Easement Area shall be permitted on Lot 17 or Lot 18. In the event the record owner of Lot 1 elects to locate the Easement Area on Lot 17, the record owner of Lot 1 and the owner of Lot 17 shall execute an agreement acknowledging: (i) the location of the Easement Area on Lot 17, (ii) the release of the Easement Area as to Lot 18; and (iii) the applicability of the Easement to Lot 17 upon the same terms and conditions hereof.

5. Governmental Approvals. In the event it is necessary for Declarant to make application to the City of LaVista for a waiver, variance, rezoning or other governmental approvals with respect to the installation, construction, replacement, operation or location of the Sign, the owner of Lot 18 (or Lot 17, as the case may be) shall cooperate in good faith by executing necessary documents in connection with the Sign. The owner of Lot 18 (or Lot 17, as the case may be) further agrees not to object to or oppose any such proceedings.

6. Legal Effect. The easement granted herein shall: (a) constitute a covenant running with the land; (b) bind every owner having, or hereafter acquiring, an interest in Lots 17 and 18; and (c) inure to the benefit of the owner of Lot 1 and its respective successors and assigns.

