



MISC 2006088196



AUG 03 2006 14:44 P 4

Received - DIANE L. BATTIATO  
Registrar of Deeds, Douglas County, NE  
8/3/2006 14:44:32.55



2006088196

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**PERMANENT SIGN EASEMENT**

THIS PERMANENT SIGN EASEMENT is made this 1<sup>st</sup> day of August 2006, by KDI OMAHA, L.P., a Nebraska Limited Partnership, hereinafter referred to as "GRANTOR".

**RECITALS:**

WHEREAS, GRANTOR is the lawful owner of Lot 13, Sorensen Park Plaza, a subdivision in Douglas County, Nebraska (hereinafter referred to as the "Burdened Lot");

WHEREAS, GRANTOR is the lawful owner of Lots 1, 2, and 4 thru 14 inclusive, Sorensen Park Plaza, a cluster subdivision in Douglas County, Nebraska (the foregoing together with the Burdened Lot are hereinafter referred to as the "Developer Tract").

WHEREAS, Target Corporation, a Minnesota corporation, hereinafter referred to as "Target", is the lawful owner of Lot 3, Sorensen Park Plaza, a subdivision in Douglas County, Nebraska (hereinafter referred to as the "Target Tract");

WHEREAS Lots 1 thru 14, inclusive, Sorensen Park Plaza, a cluster subdivision in Douglas County, Nebraska are hereinafter referred to as the "Benefited Lots" and;

WHEREAS, by virtue of the recording of this declaration of Permanent Sign Easement (the "Declaration"), the Burdened Lot shall be owned, held, transferred, sold, conveyed, used, and occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration and every grantee of any interest in the Burdened Lot, by acceptance of a deed or other conveyance of such interest, and every person or entity owning an interest in any portion of said Burdened Lot, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Declaration and shall be deemed to have consented to the terms hereof;

WHEREAS, GRANTOR desires to reserve and establish for its own benefit and for the mutual benefit of owners of the Benefited Lots a permanent sign easement over, across and through the Burdened Lot in the location described on Exhibit A, for the purpose of erecting and maintaining the Shopping Center Identification Sign (as defined in the Operation and Easement Agreement recorded in the Douglas County, Nebraska Register of Deeds as Instrument No. 2005069011) for the benefit of the owners of the Benefited Lots, their respective heirs, legal representatives, successors and assigns;

WITNESSETH:

RETURN TO:  
FULENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144-4482  
ATTN: Brian

✓ 35355

*misc*  
FEE 2050 FB 67-3640  
BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP BW  
DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, GRANTOR does hereby reserve to itself and its successors and assigns, a permanent easement on the Burdened Lot in the location described on Exhibit A for the purpose of erecting and maintaining the Shopping Center Identification Sign for the benefit of the Benefited Lots.

TO HAVE AND TO HOLD for the exclusive uses, benefits, purposes and burdens hereinafter set forth:

1. The foreclosure of any mortgage covering all or any portion of the Burdened Lot shall in no way affect or diminish any easements granted herein, for all such easements shall remain in full force and effect for the benefit of the grantees described herein. The easement hereby created is not a public easement, but is a private easement for the use and benefit of the owners of the Benefited Lots referred to herein above and its successors and assigns. GRANTOR further expressly disclaims the creation of any rights in or for the benefit of the public. This easement shall continue for so long as the Benefited Lots remain in existence.

2. The GRANTOR shall at its sole cost and expense be responsible for erecting the Shopping Center Identification Sign within the easement area. Grantor will keep the sign in a well maintained condition and the costs of such maintenance shall be included in common area maintenance charges to the owners of the Benefited Lots. If the GRANTOR is no longer the operator of the Shopping Center Identification Sign, then the maintenance shall be performed by the person selected by the Approving Parties (as defined in the Operation and Easement Agreement recorded in the Douglas County, Nebraska Register of Deeds as Instrument No. 2005069011) and the costs of maintenance shall be separately billed to each owner of a Benefited Lot based upon the land area contained within each Benefited Lot. In the event the signage is taken by any condemning authority, the GRANTOR shall have the right to relocate the sign to another area within the boundaries of the Burdened Lot provided, however, such relocation shall: (i) not unreasonably interfere with the use, access, parking, visibility or operation of the Burdened Lot, (ii) be the same size and configuration as the original easement area, and (iii) provide substantially the same visibility to the signage from the adjacent public roadways. Upon relocating the sign, the owners of the Benefited Lot shall have the right to record an amendment to this Instrument indicating the new location of the sign easement. To the extent permitted by any law, statute, ordinance, rule or regulation, the GRANTOR may allow advertising panels to be placed upon the Shopping Center Identification Sign, in its sole and absolute discretion.

3. The GRANTOR shall have the right of reasonable access over, across and through the Burdened Lot for the purposes of erecting, installing, maintaining, replacing, relocating and removing the identification sign and any advertising panels located thereon; provided, however, the owner of the Burdened Lot shall not be responsible to the GRANTOR or its successors and assigns or any other owner of a lot within Sorensen Park Plaza, for any injury to person or damage to property on or about the easement granted herein, unless caused by the negligence or willful misconduct of the owner of the Burdened Lot or its agents, subcontractors, invitees, servants or employees. The GRANTOR, on behalf of itself and its successors and assigns, waives, releases and agrees to indemnify and hold the owner of the Burdened Lot harmless from any and all claims, causes of action, loss, expense, and damages (including attorneys' fees) against the owner of the Burdened Lot arising out of such damage to property or injury to persons other than those caused by the negligence or willful misconduct of the owner of the Burdened Lot, its agents, subcontractors, invitees, servants or employees.

4. No party acquiring title to the Burdened Lot shall impair or interfere with the rights of the GRANTOR to erect and maintain the identification sign nor shall any such party erect any signs in the easement area without the express written consent of the GRANTOR.

5. Each owner of the Burdened Lot, its successors and assigns, by the acceptance of a deed or conveyance, accepts the same subject to all restrictions, conditions, covenants and reservations, and

the jurisdiction, rights and powers granted or reserved by this Declaration or to which this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared by GRANTOR herein.

6. This instrument shall run with the land and be binding upon the owner of the Burdened Lot and its respective administrators, successors and assigns. This instrument shall be construed and governed in accordance with the laws of the State of Nebraska.

EXECUTED this 1<sup>st</sup> day of August, 2006.

KDI OMAHA, L.P., a Nebraska Limited Partnership, by its General Partner, KD Omaha 1103, Inc., a Nebraska corporation,

By: *Daniel C. Slattery*  
Daniel C. Slattery, Vice President

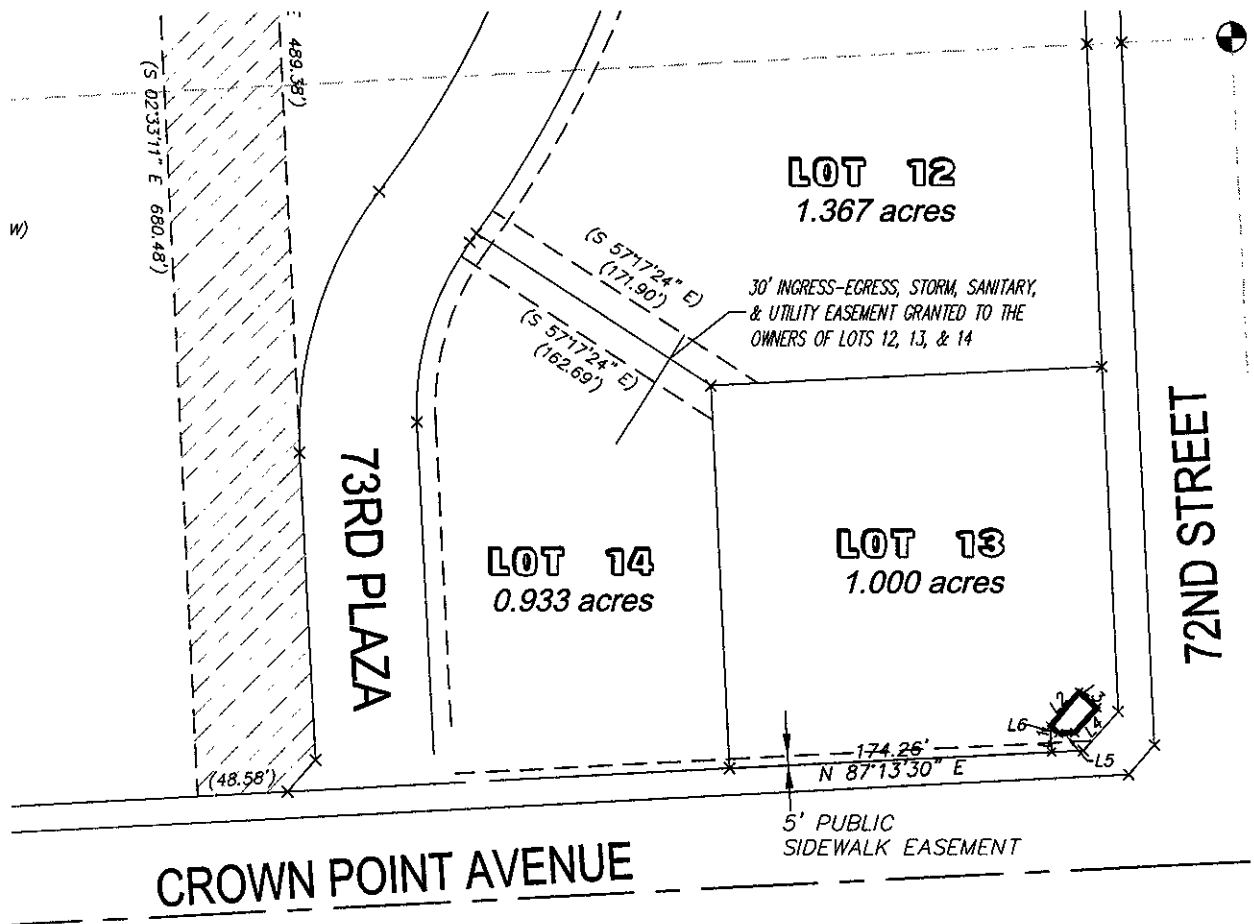
STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF DUPAGE )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of August, 2006, by Daniel C. Slattery, Vice President of KD Omaha 1103, Inc., a Nebraska corporation, General Partner of KDI Omaha, L.P., a Nebraska limited partnership, on behalf of said limited partnership.

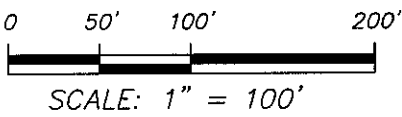
[Seal]



*Rachel H Palm*  
Notary Public



LINE	BEARING	DISTANCE
L1	N 02°46'30" W	14.09'
L2	N 40°38'06" E	23.90'
L3	S 49°21'54" E	12.80'
L4	S 42°20'19" W	17.94'
L5	S 87°13'30" W	8.69'
L6	N 49°21'54" W	5.95'



**SIGN EASEMENT DESCRIPTION**

A PORTION OF LOT 13, SORENSEN PARK PLAZA, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 13, THENCE N 87°13'30" E, 174.26 FT. ON THE SOUTH LINE OF SAID LOT; THENCE N 02°46'30" W, 14.09 FT. TO THE POINT OF BEGINNING; THENCE N 40°38'06" E. 23.90 FT.; THENCE S 49°21'54" W, 12.80 FT.; THENCE S 42°20'19" W, 17.94 FT.; THENCE S 87°13'30" W, 8.69 FT.; THENCE N 49°21'54" W, 5.95 FT. TO THE POINT OF BEGINNING, CONTAINING 279.1 SQ. FT. MORE OR LESS.