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**PERMANENT SIGN EASEMENT**

THIS DECLARATION AND RESERVATION OF PERMANENT SIGN EASEMENT is made this 28<sup>th</sup> day of August 2001, by West Bay, Inc., a Nebraska corporation (hereinafter referred to as "Declarant").

**RECITALS:**

WHEREAS, Declarant is the lawful owner of Lot 2, Walnut Grove Plaza, a subdivision as surveyed, platted and recorded in Douglas County (hereinafter referred to as the "Lot");

WHEREAS, by virtue of the recording of this Declaration of Permanent Sign Easement (the "Declaration"), the 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 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 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, Declarant desires to reserve and establish for its own benefit and for the mutual benefit of all future owners of the following described Lots within the Walnut Grove Shopping Center, to-wit:

Lots 1, 2, 4 and 5, Walnut Grove Plaza Replat Three, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska (hereinafter referred to as the "Benefitted Lots");

a permanent sign easement on the Lot in the location described on Exhibit A, for the purpose of erecting and maintaining a business center identification sign for the Walnut Grove Plaza Shopping Center;

**WITNESSETH:**

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Declarant does hereby reserve to itself and its successors and assigns, a permanent easement on the Lot in the location described on Exhibit A for the purpose of erecting and maintaining a business center identification sign for the benefit of the Walnut Grove Plaza Shopping Center.

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

1. The Declarant shall not be responsible for any injury to person or damage to property on or about the easements granted herein, unless caused by the negligence or willful misconduct of the Declarant, its agents, servants or employees.
2. The foreclosure of any mortgage covering all or any portion of the 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 Declarant referred to herein above and its successors and assigns. The Declarant further expressly

disclaims the creation of any rights in or for the benefit of the public. This easement shall continue for so long as any of the Benefitted Lots remain in existence.

3. The Declarant agrees to erect and maintain the business center identification sign within the easement area and will keep the sign in a well maintained condition. To the extent permitted by any law, statute, ordinance, rule or regulation, the Declarant may allow advertising panels to be placed upon the business center identification sign, in its sole and absolute discretion.

4. Declarant shall have the right of reasonable access over, across and through the Lot for the purposes of erecting, maintaining, replacing and removing the identification sign or any advertising panels located thereon; provided, however, the owner of the Lot shall not be responsible to the Declarant or its successors and assigns or any other owner of a lot within the Walnut Grove Plaza Shopping Center, including, but not limited to, the Benefitted Lots, 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 Lot or its agents, subcontractors, invitees, servants or employees. The Declarant, on behalf of itself and its successors and assigns, waives, releases and agrees to indemnify and hold the owner of the Lot harmless from any and all claims, causes of action, loss, expense, and damages (including attorneys' fees) against the owner of the 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 Lot, its agents, subcontractors, invitees, servants or employees.

5. No party acquiring title to the Lot shall impair or interfere with the rights of Declarant 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 Declarant.

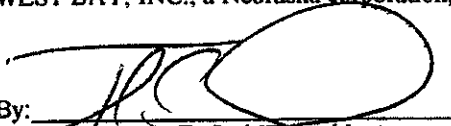
6. Each owner of the Lot, its successors and assigns, by the acceptance of a deed or conveyance, accepts the same subject to all restrictions, conditions, covenants and reservations, and the jurisdiction, rights and powers granted or reserved by this Declaration or to which this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared by Declarant herein.

7. This instrument shall run with the land and be binding upon Grantor 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 28<sup>th</sup> day of August 2001.

DECLARANT:

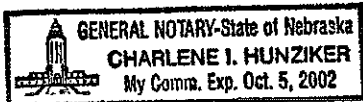
WEST BAY, INC., a Nebraska corporation,

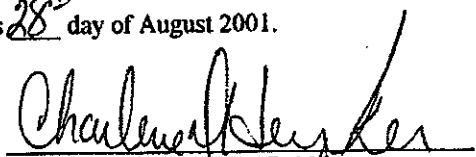
By:   
Thomas E. Smith, President

STATE OF NEBRASKA        )  
  )ss.  
COUNTY OF DOUGLAS     )

Before me, a Notary Public qualified for said County and State, personally came Thomas E. Smith, President of West Bay, Inc., a Nebraska corporation, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this 28<sup>th</sup> day of August 2001.



  
Notary Public

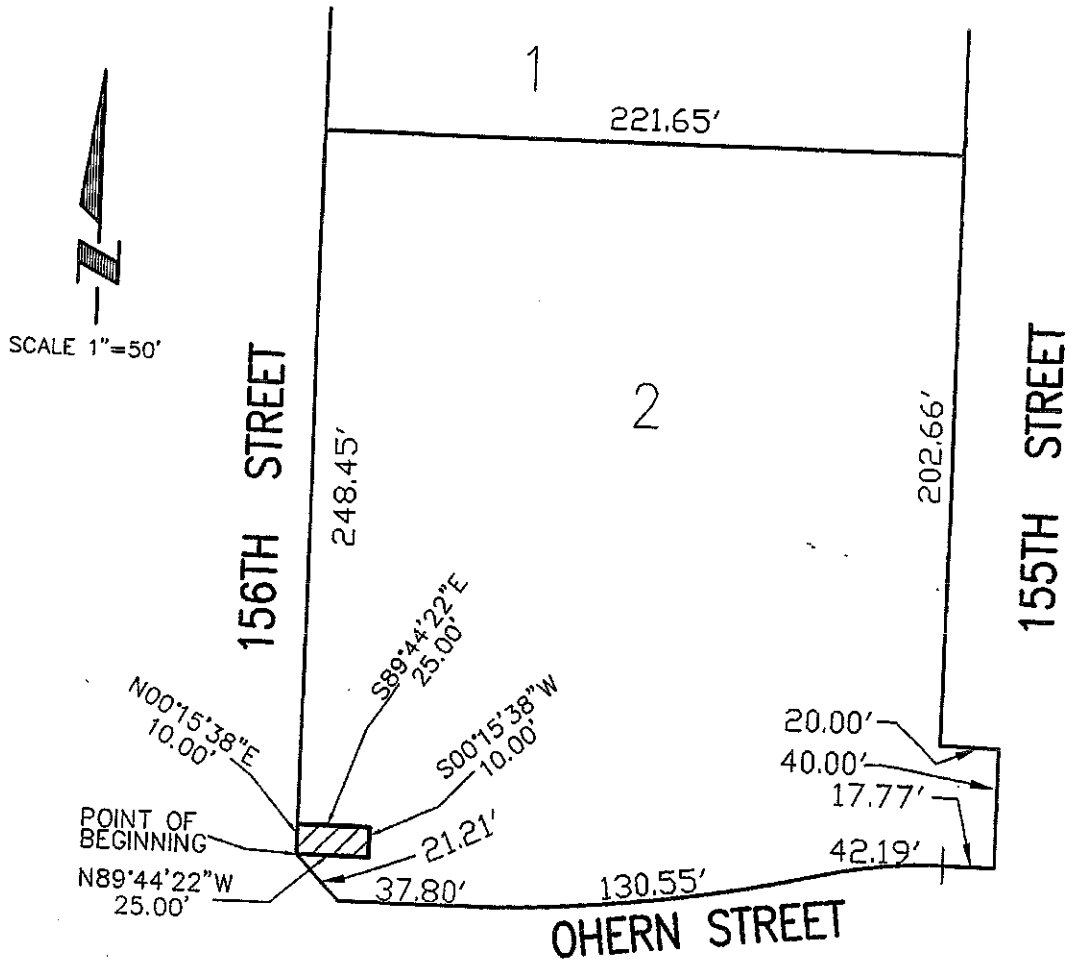
# EXHIBIT A

**LEGAL DESCRIPTION  
SIGN EASEMENT**

A SIGN EASEMENT LOCATED IN PART OF SAID LOT 2, WALNUT GROVE PLAZA, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 2, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, WALNUT GROVE PLAZA, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF OHERN STREET AND THE EAST RIGHT-OF-WAY LINE OF 156TH STREET; THENCE  $N00^{\circ}15'38''E$  (ASSUMED BEARING), ALONG THE WEST LINE OF SAID LOT 2, WALNUT GROVE PLAZA, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF 156TH STREET, A DISTANCE OF 10.00 FEET; THENCE  $S89^{\circ}44'22''E$ , A DISTANCE OF 25.00 FEET; THENCE  $S00^{\circ}15'38''W$ , A DISTANCE OF 10.00 FEET; THENCE  $N89^{\circ}44'22''W$ , A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING.

SAID SIGN EASEMENT CONTAINS AN AREA OF 250 SQUARE FEET, MORE OR LESS.



**RETURN TO:**  
**FULLENKAMP, DOYLE & JOHNSON**  
**11440 WEST CENTER ROAD**  
**OMAHA, NEBRASKA 68144-4482**  
**ATTN: LAJ**

#97165.3

DATE: 03-30-2000  
 DRAWN BY: M.L.B.