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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

98 DEC 24 AM 9:53

RECEIVED

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DEL _____ SCAN 17 FV _____

**DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR WEST ARBOR PLAZA REPLATS 1 & 2**

THIS DECLARATION, made on the date hereinafter set forth by the undersigned owners, hereinafter collectively referred to as "Declarant":

WITNESSETH:

WHEREAS, each Declarant is the respective owner of the following described real property:

Lot 1, West Arbor Plaza Replat 1 and Lots 1 and 2, West Arbor Plaza Replat 2,
an addition to the City of Omaha, as surveyed, platted and recorded in Douglas
County, Nebraska.

WHEREAS, the Declarant desires to create on the hereinabove described real property a commercial development with private driveways, improvements, and other common facilities for the benefit of the said development (the "Development");

WHEREAS, Declarant desires to subject the above-referenced Properties to the covenants, restrictions and easements, hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner thereof; and

WHEREAS, each Declarant will convey said Lots subject to the protective covenants, conditions, restrictions, reservations, easements and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the Lots described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Lots. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding upon all parties having or acquiring any right, title or interest in the described Properties or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1.1. "Committee" shall mean the Architectural Control Committee of three persons appointed by the Owners. Each of the three platted Lots in the Development shall be entitled to appoint one member to the Committee, and that member shall continue to serve on the Committee until he or she resigns or is replaced by the then current Owner of the Lot for which the appointment was made. If a Lot has multiple Owners and those Owners cannot agree on who to appoint for their member on the Committee, then the Committee will function without a member from the Lot or Lots in question until the Owners of the Lot agree on an appointment.

Section 1.2. "Declarant" shall mean and refer to the undersigned Owners, their successors and assigns.

Section 1.3. "Unit" shall mean and refer to any commercial building situated upon the properties with the Development.

Section 1.4. "Lot" shall mean and refer to any parcel of land, whether all or a portion of any platted lot shown upon any recorded map or plat of the Development, upon which a Unit may be built. The Lots subject to this Declaration are shown and described on Exhibit "A" attached hereto and by this reference incorporated herein. Any Supplemental Declaration hereinafter filed shall similarly reflect those lots thereunder subject to this Declaration, or otherwise legally describe the real property to become subject to the Declaration.

Section 1.8. "Supplemental Declaration" shall mean and refer to any written instrument duly signed and acknowledged by all of the then Owners and filed to amend this Declaration.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

Section 2.1. The Properties shall be held, transferred, sold, conveyed and occupied subject hereto.

ARTICLE III

VOTING RIGHTS

Section 3.1. Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. If multiple owners of a Lot cannot agree as to how their vote shall be cast, then they shall be deemed to have abstained from the vote, but they shall be deemed to have participated for purposes of any required quorum.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 4.1. Establishment. The Owners shall appoint up to three (3) persons to serve as Architectural Control Committee (the "Committee"), as more particularly provided above in Section 1.1. The Owners as a whole or one or more members thereof may serve as members of the Committee. Such appointees shall serve until resignation or dismissal by the Board. Vacancies need not be filled unless the Committee has less than two (2) members remaining, in which event a replacement shall be named at the earliest opportunity by the Owner of the Lot for which the particular Committee vacancy had been appointed.

Section 4.2. Review of Committee.

- (a) Structures. No structures, office buildings, accessory buildings, antennae (on a structure or on a Lot), flag poles, fences, walls, driveways, or any other such improvements, shall be constructed or maintained upon any Lot, nor shall any grading or excavation (other than grading, curbs and paving currently under construction on Lot 2, Replat 2) be commenced unless complete plans, specifications, grading plans, landscape plans and lot plans therefore, showing the exterior design, height, building material and color scheme thereof, the location of the structure platted horizontally and vertically, the location and size of driveways, the detailed plan of landscaping (including the species and location of all trees, shrubs and ornamental plantings and beds), fencing, walls and windbreaks, and the grading plan all shall have been submitted to and approved in writing by the Committee, and a copy of such plans, specifications, and lot plans as finally approved, deposited with the Committee. The Committee shall have such other powers and duties as set forth in this Declaration.
- (b) Review Procedures. After submission of such plans and requests, the Committee shall make due consideration thereof and shall approve or disapprove all plans and requests in writing within two (2) weeks after submission. In the event the Committee fails to take any action within two (2) weeks after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with. A majority vote of the Committee members is required for approval of proposed improvements.

Section 4.3. Guidelines and Restrictions. All exterior painting will be of an earth tone color and any repainting or changing of color or repainting of any Unit shall be consistent with the approved original plans and specifications for the Unit and shall not be done without the prior affirmative approval of the Committee. Driveways and parking lots for each Unit shall be asphalt or concrete. The Committee shall exercise its best judgment in good faith to see to it that all improvements, construction, landscaping and alterations on the Properties conform to and harmonize with existing surroundings and structures and the "Conceptual Site Plan" attached hereto as Exhibit "A", provided that the Committee's approval will not be unreasonably withheld or delayed. No material deviation from the Conceptual Site Plan will be allowed unless approved by a majority of the Committee members.

ARTICLE V

COMMON SCHEME COVENANTS AND RESTRICTIONS

Section 5.1. The following covenants and restrictions are imposed as a common scheme upon all Lots for the benefit of each other Lot, and may be enforced by any Owner of a Lot.

- (d) No unused building material, junk or rubbish shall be left exposed on any Lot except during actual building operations, during which time such items shall be kept to a minimum and shall be properly contained within the boundaries of said Lot.
- (e) No vehicle, boat, camping trailer, motor home, recreational vehicle, bus, auto-drawn trailer of any kind, mobile home, truck, grading, construction or excavating equipment (except as reasonably necessary during construction or repairs on a Lot or its improvements) or other heavy machinery or equipment or vehicle undergoing repair, shall be stored outside of a fully enclosed building or in any manner left exposed outdoors on any Lot at any time. This shall not preclude daily commuter parking of passenger vehicles and light duty commercial vehicles of employees, customers and vendors of the occupants of any of the Units.
- (f) No incinerator or trash burner shall be permitted on any Lot unless the same is incorporated into the Unit and not exposed to view from the outside of the Unit and complies with applicable laws and codes. No garbage or trash can or container or fuel tank shall be permitted to remain outside of any Unit unless completely screened from view from every street and from all other Lots in the addition. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any Unit except when in actual use unless completely screened from view from every street and from all other Lots in the Development. No garage door shall be permitted to remain open except when entry to and exit from the garage are required. Any exterior air conditioning condenser unit shall be screened from view and placed in the rear yard or on the roof of the Unit.
- (g) Exposed portions of the foundation on the front of each Unit are to be covered with brick and exposed portions of the foundation on the sides and rear of each Unit shall be either covered with brick or stucco.
- (h) A Unit on which construction has begun must be completed within eighteen (18) months from the date the foundation was dug for said Unit. Appropriate erosion control measures shall be employed at all times during construction and until proper paving, sod and vegetation has been established to control same.
- (i) All exterior walls for any Unit shall be of glass, brick or veneered in stucco, and no other materials or veneers (including, but not limited to, wood, metal or vinyl) shall be allowed unless the Committee unanimously approves the use of alternate materials.
- (j) Each Owner shall at all times keep and maintain the exterior of its Unit, Lot and any related improvements in good and neat condition and repair including, but not limited to, repainting, re-siding, re-roofing, and sealing and resurfacing of parking lots and driveways, as needed and in a timely manner.

ARTICLE VI

INSURANCE

Section 6.1. Owner's Insurance. Each Owner shall at all times keep its Unit and Lot insured for its full insurable value against fire and other casualty ("all risk" coverage) and shall carry commercial general liability insurance in amounts which are not less than the amounts which are commercially reasonable (in no event less than \$2,000,00 combined single limits for personal injury and property damage per occurrence). Each Owner shall provide proof that such insurance coverages are in effect upon request by any other Owner.

ARTICLE VII

EASEMENTS

The Properties are, and shall perpetually be subject to all and each of the following easements for common use, construction, maintenance, support, repair and other access, private and public sewer and utility line construction and services and roadway easements.

Section 7.1. Utility Easement. Declarant hereby reserves and grants to itself and to each of the Owners and their respective assigns and successors, a non-perpetual easement, together with rights of egress, ingress, and other access thereof, for purposes of construction, installing, maintaining, operating, renewing, or repairing their respective telephone, cable TV, gas, water, electric, sewer, or other conduits, lines, or other facilities in and under the "Utility Easement Area" shown on Exhibit "B" attached hereto and incorporated by reference herein. Each such grantee, by acceptance or use of this easement right, shall be deemed to agree to restore the surface of the soil excavated for any purposes hereunder to the original contour thereof and to repair or replace the surface of any lawns, streets, parking areas, signs, trees, shrubs, improvements, sprinklers, utility lines, or driveways which may have been disturbed for any purpose hereunder as near as may be possible to their original condition. Such restoration, repair or replacement shall be performed as soon as may be reasonably possible to do so.

Section 7.4 No Public Rights or Right-of-Way Created. The easements granted herein and rights appurtenant thereto are non-exclusive and shall be used and exercised in such a way as to not unreasonably interfere with rights of each Owner and their respective employees, invitees, customers and guests to use and enjoy the same. These easements are granted specifically to the parties named herein and their respective successors and assigns, and this shall not otherwise be deemed or construed to be a public dedication or grant of any general right-of-way for use of the public at large or to benefit any property outside the Development.

Section 7.5 Sign Easement. Declarant hereby reserves and grants to itself and to the Owners, their successors and assigns a perpetual easement to construct, maintain and replace a single monument sign in the Sign Area identified on Exhibit "D" attached hereto and incorporated by reference herein, provided each Owner and the occupant(s) of its Unit shall have the right to be identified on the sign and the sign shall otherwise comply with the applicable city code and any other applicable laws or regulations.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, at which time this Declaration shall automatically renew for consecutive terms of ten (10) years each unless the Owners of at least two-thirds (2/3) of the Lots vote to have this Declaration terminate at the end of the initial 30 year term or any subsequent 10 year renewal term next following any such vote; provided, however, the easements granted in Article VII, above, shall in all events survive such termination unless and until relinquished or abandoned by the grantees thereof.

Section 8.2. Amendments. The covenants and restrictions of this Declaration may be amended by an instrument signed by the Owners of not less than all of the Lots covered by this Declaration. Any such amendment so adopted and executed must be properly recorded to be effective against anyone who is not a signatory thereto.

Section 8.3. Notices. Any notice required to be sent to any Owner or Mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Mortgagee or Owner on the records of the other Owners at the time of such mailing; provided, that it shall be the sole responsibility of each contract purchaser and Mortgagee to notify the other Owners in writing of its interest in a Lot prior to the responsibility arising in such other Owners to notify said contract purchaser or Mortgagee as required under any of the provisions herein established.

Section 8.4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 8.6. Limited Liability. Each Owner shall be primarily responsible for keeping its Lot and Unit in good and safe repair and condition and shall indemnify and hold harmless the Declarant and each of the other Owners from any liability, damage, claim or injury to person or property suffered as a result of the existence of any defective, hazardous or unsafe condition on or about the Lot, except where the defective, hazardous or unsafe condition was actually created (as opposed to being allowed to exist passively) on or about the Lot of an Owner as a result of the negligent or wanton acts of one of the other Owners or their guests or invitees. Neither the Declarant, the Committee nor any Owner shall be liable or responsible for the acts of the other nor shall they be liable or responsible for the acts of any independent contractor which may be hired from time to time to provide any services. It shall be the obligation solely of the Owner of each Lot to provide snow removal and apply salt, sand and/or other appropriate deicer to any such areas within that Owner's Lot as the Owner deems necessary or appropriate to comply with obligations imposed by law on an owner of property to prevent injury or damage from unsafe or hazardous conditions on or that Owner's Lot.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 30th day of October, 1998.

TAGGE*~~RUTHERFORD~~ FINANCIAL GROUP, INC.

(Lot 1, Replat 2)

By: 

Title: President

NORTHWEST FEDERAL SAVINGS BANK

(Lot 2, Replat 2)

By: 

Title: President Gateway Community Bank

Section 7.4 No Public Rights or Right-of-Way Created. The easements granted herein and rights appurtenant thereto are non-exclusive and shall be used and exercised in such a way as to not unreasonably interfere with rights of each Owner and their respective employees, invitees, customers and guests to use and enjoy the same. These easements are granted specifically to the parties named herein and their respective successors and assigns, and this shall not otherwise be deemed or construed to be a public dedication or grant of any general right-of-way for use of the public at large or to benefit any property outside the Development.

Section 7.5 Sign Easement. Declarant hereby reserves and grants to itself and to the Owners, their successors and assigns a perpetual easement to construct, maintain and replace a single monument sign in the Sign Area identified on Exhibit "D" attached hereto and incorporated by reference herein, provided each Owner and the occupant(s) of its Unit shall have the right to be identified on the sign and the sign shall otherwise comply with the applicable city code and any other applicable laws or regulations.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, at which time this Declaration shall automatically renew for consecutive terms of ten (10) years each unless the Owners of at least two-thirds (2/3) of the Lots vote to have this Declaration terminate at the end of the initial 30 year term or any subsequent 10 year renewal term next following any such vote; provided, however, the easements granted in Article VII, above, shall in all events survive such termination unless and until relinquished or abandoned by the grantees thereof.

Section 8.2. Amendments. The covenants and restrictions of this Declaration may be amended by an instrument signed by the Owners of not less than all of the Lots covered by this Declaration. Any such amendment so adopted and executed must be properly recorded to be effective against anyone who is not a signatory thereto.

Section 8.3. Notices. Any notice required to be sent to any Owner or Mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Mortgagee or Owner on the records of the other Owners at the time of such mailing; provided, that it shall be the sole responsibility of each contract purchaser and Mortgagee to notify the other Owners in writing of its interest in a Lot prior to the responsibility arising in such other Owners to notify said contract purchaser or Mortgagee as required under any of the provisions herein established.

Section 8.4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 8.6. Limited Liability. Each Owner shall be primarily responsible for keeping its Lot and Unit in good and safe repair and condition and shall indemnify and hold harmless the Declarant and each of the other Owners from any liability, damage, claim or injury to person or property suffered as a result of the existence of any defective, hazardous or unsafe condition on or about the Lot, except where the defective, hazardous or unsafe condition was actually created (as opposed to being allowed to exist passively) on or about the Lot of an Owner as a result of the negligent or wanton acts of one of the other Owners or their guests or invitees. Neither the Declarant, the Committee nor any Owner shall be liable or responsible for the acts of the other nor shall they be liable or responsible for the acts of any independent contractor which may be hired from time to time to provide any services. It shall be the obligation solely of the Owner of each Lot to provide snow removal and apply salt, sand and/or other appropriate deicer to any such areas within that Owner's Lot as the Owner deems necessary or appropriate to comply with obligations imposed by law on an owner of property to prevent injury or damage from unsafe or hazardous conditions on or that Owner's Lot.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 30th day of October, 1998.

TAGGE*RUTHERFORD FINANCIAL GROUP, INC.
(Lot 1, Replat 2)

By: _____
Title: _____

NORTHWEST FEDERAL SAVINGS BANK
(Lot 2, Replat 2)

By: [Signature]
C.B. (Neal) Conover, IV
Title: C.E.O.

CREATIVE HAIR DESIGNS, INC.
(Lot 1, Replat 1)

By: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this _____ day of October, 1998, before me, a Notary Public duly commissioned and qualified in and for said County, personally came _____, to me personally known to be the _____ of **TAGGE*RUTHERFORD FINANCIAL GROUP, INC.**, and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this _____ day of October, 1998, before me, a Notary Public duly commissioned and qualified in and for said County, personally came _____, to me personally known to be the _____ of **CREATIVE HAIR DESIGNS, INC.**, and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.

Notary Public

STATE OF Iowa)
) ss.
COUNTY OF Clay)

On this 30th day of October, 1998, before me, a Notary Public duly commissioned and qualified in and for said County, personally came C.B. (Neal) Conover, IV, to me personally known to be the C.E.O. of **NORTHWEST FEDERAL SAVINGS BANK**, and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said bank.

Witness my hand and notarial seal the day and year last above written.

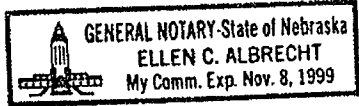
My Commission expires: 4-20-2001

Wendy S. McMullen
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30th day of October, 1998, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Gregory A. Rutherford, to me personally known to be the President of **TAGGE*RUTHERFORD FINANCIAL GROUP, INC.**, and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.

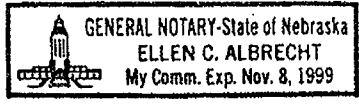


Ellen C Albrecht
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30th day of October, 1998, before me, a Notary Public duly commissioned and qualified in and for said County, personally came John S. Mangiameli, to me personally known to be the President of **CREATIVE HAIR DESIGNS, INC.**, and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.

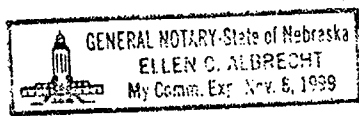


Ellen C Albrecht
Notary Public

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

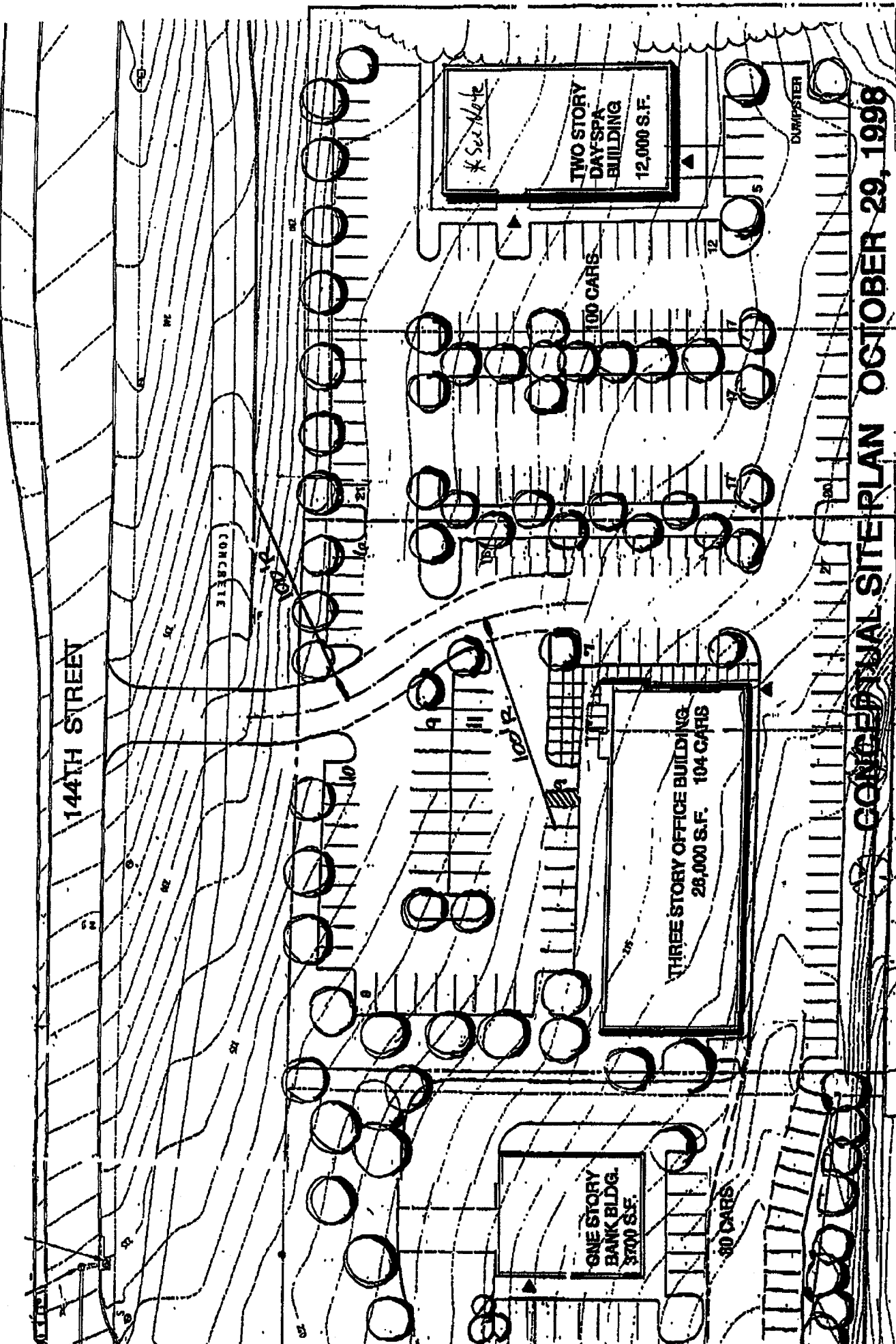
On this 30th day of October, 1998, before me, a Notary Public duly commissioned and qualified in and for said County, personally came John E. Bohak, to me personally known to be the President of **NORTHWEST FEDERAL SAVINGS BANK**, and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said bank.

Witness my hand and notarial seal the day and year last above written.



Ellen C Albrecht
Notary Public

EXHIBIT "A"



CONCEPTUAL SITE PLAN OCTOBER 29, 1998

at this location is tentative and this building may be shifted toward the south part of the lot without approval.

Exhibit "B"

Utility Easement

LOT 1
WEST ARBOR PLAZA REPLAT 1

LOT 1
WEST ARBOR PLAZA REPLAT 2

LOT 2
WEST ARBOR PLAZA REPLAT 2

PART OF LOT 4
GEORGETOWN REPLAT

S T R E E T

1 4 4 t h



SCALE:
1" = 50'

20.0'

34.0'

LEGAL DESCRIPTION

THE WESTERLY 20.00 FEET IN WIDTH OF THE EASTERLY 34.00 FEET IN WIDTH OF LOT 1, WEST ARBOR PLAZA REPLAT 2, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

DIAL PROPERTIES

TD2 FILE NO. 200-251-78-A.

DATE: SEPTEMBER 9, 1998

THOMPSON, DRESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT C

Access Easement Area

144th STREET

LOT 1
WEST ARBOR PLAZA REPLAT 2

PART OF LOT 1,
GEORGETOWNE REPLAT

POINT OF BEGINNING

S89°59'24"W
28.55'

S89°59'24"W
43.00'

S32°46'08"W
11.91'

COMMENCING
POINT

N32°46'08"E
20.31

LOT 2
WEST ARBOR PLAZA REPLAT 2

S00°00'15"W
157.74'

N00°00'15"E
153.46'

ARBOR STREET

RADIUS = 777.33'
CHORD BEARING = S83°24'35"E
CHORD DISTANCE = 24.16'
ARC DISTANCE = 24.16'

SCALE:
1" = 60'



LEGAL DESCRIPTION

THAT PART OF LOT 2, WEST ARBOR PLAZA REPLAT 2, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID LOT 2;

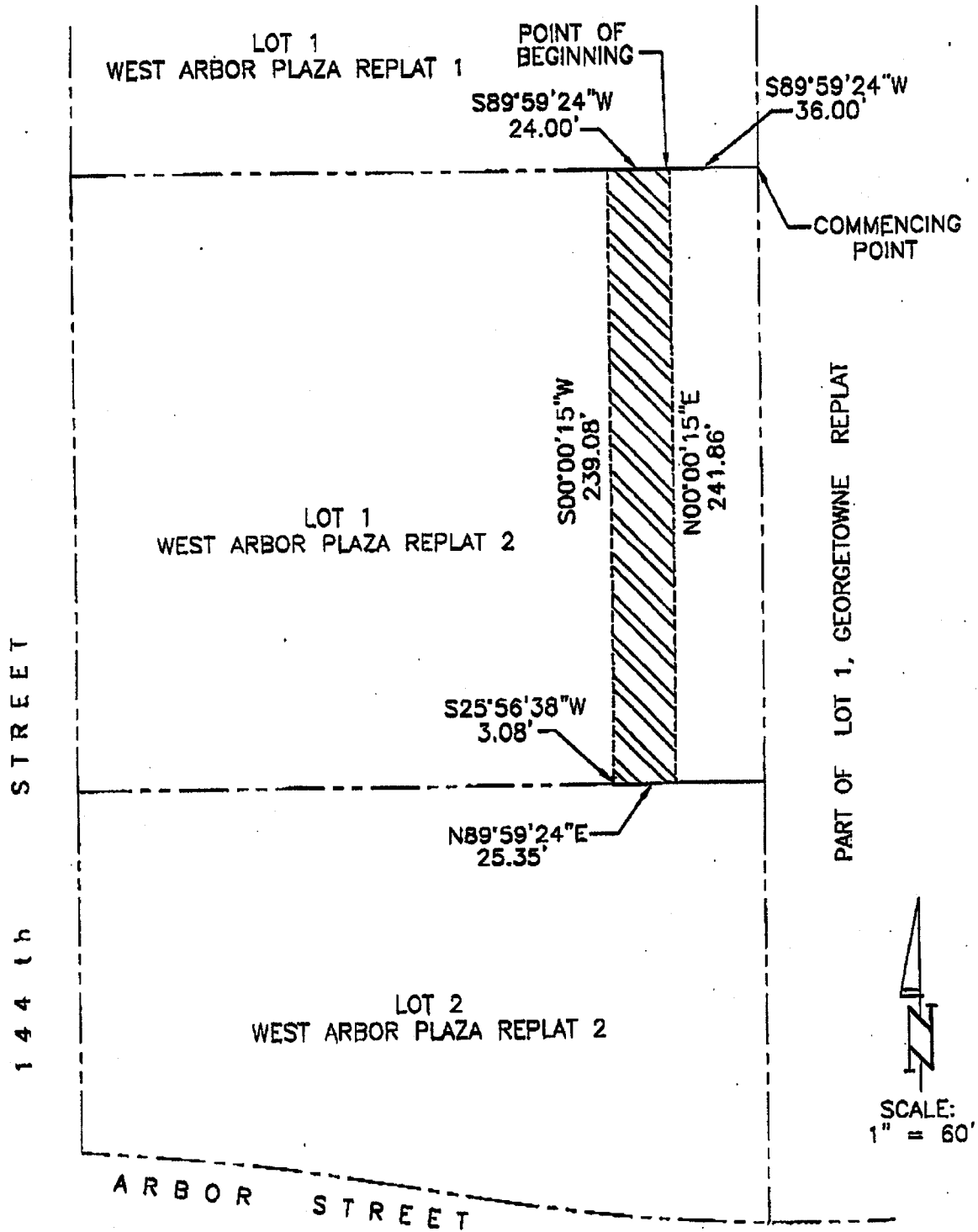
THENCE S89°59'24"W (ASSUMED BEARING) 43.00 FEET ON THE NORTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING;

THENCE CONTINUING S89°59'24"W 28.55 FEET ON SAID NORTH LINE;

THENCE S32°46'08"W 11.91 FEET;

THENCE S00°00'15"W 157.74 FEET ON A LINE 78.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2 TO THE SOUTHERLY LINE THEREOF;

THENCE SOUTHEASTERLY ON THE...



LEGAL DESCRIPTION

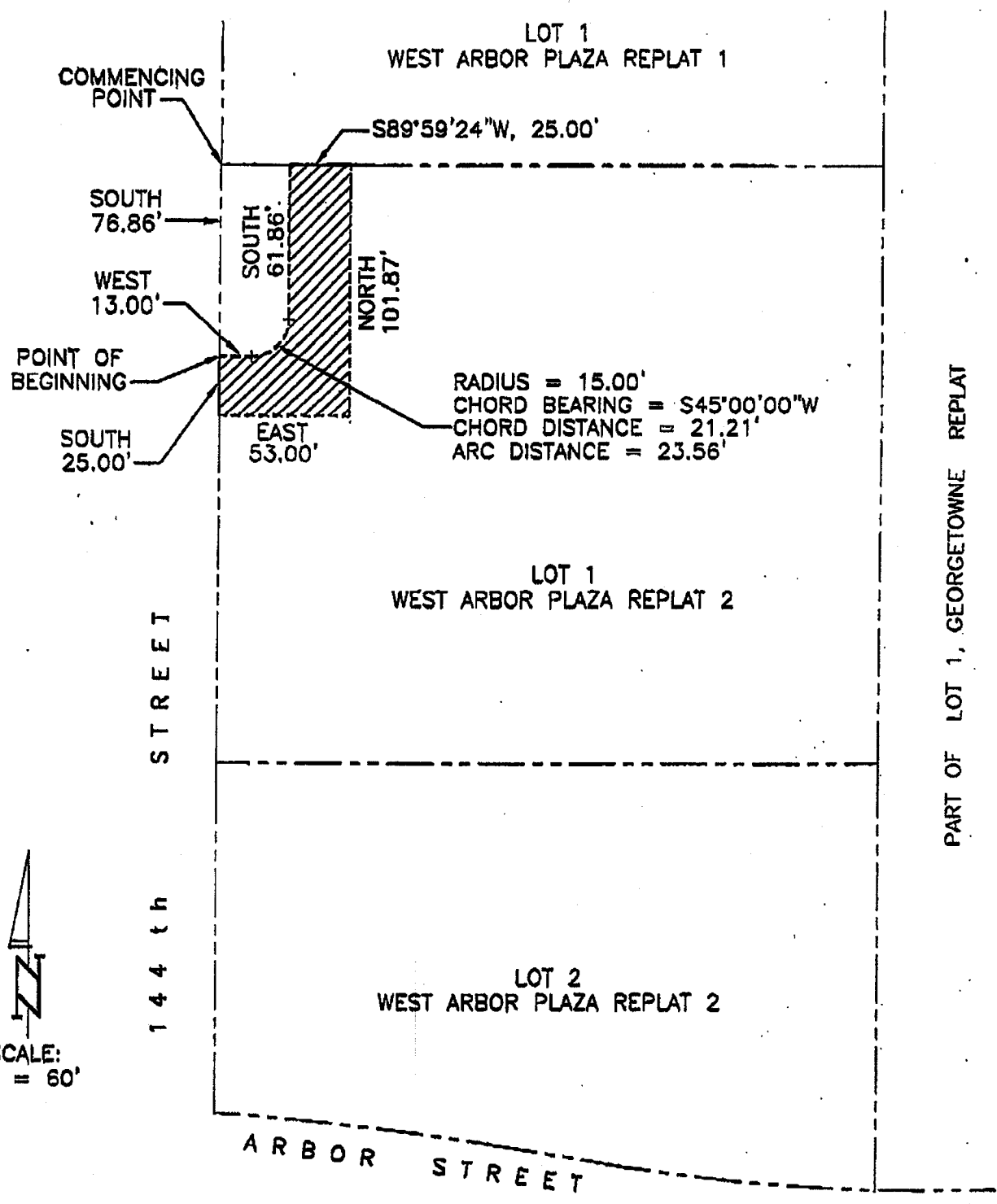
THAT PART OF LOT 1, WEST ARBOR PLAZA REPLAT 2, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID LOT 1;

THENCE $S89^{\circ}59'24''W$ (ASSUMED BEARING) 36.00 FEET ON THE NORTHERLY LINE OF SAID LOT 1 TO THE POINT OF BEGINNING;

THENCE CONTINUING $S89^{\circ}59'24''W$ 24.00 FEET ON THE NORTH LINE OF SAID LOT 1;

THENCE $S00^{\circ}00'15''W$ 239.08 FEET ON A LINE 60.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 1;

THENCE $S25^{\circ}56'38''W$ 3.08 FEET TO THE SOUTH LINE OF SAID LOT 1;



LEGAL DESCRIPTION

THAT PART OF LOT 1, WEST ARBOR PLAZA REPLAT 2, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID LOT 1;

THENCE SOUTH (ASSUMED BEARING) 76.86 FEET ON THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 25.00 FEET ON THE WEST LINE OF SAID LOT 1;

THENCE EAST 53.00 FEET;

THENCE NORTH 101.87 FEET ON A LINE 53.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 1 TO THE NORTH LINE THEREOF;

THENCE S89°59'24"W 25.00 FEET ON THE NORTH LINE OF SAID LOT 1;

Exhibit "D"

Sign Area

LOT 1
WEST ARBOR PLAZA REPLAT 1

LOT 1
WEST ARBOR PLAZA REPLAT 2

LOT 2
WEST ARBOR PLAZA REPLAT 2

PART OF LOT 4
GEORGETOWN REPLAT

144th STREET

144th

144th

20.0'

34.0'

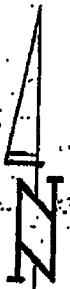
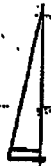
20.0'

34.0'

SIGN

ARBOR STREET

STREET



SCALE:
1" = 50'

