

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002-05857

2002 FEB 14 A 11:44

Sharon J. ...

REGISTER OF DEEDS

Counter A Jw
Verify M
D.E. D
Proof Jw
Fee \$ 11.00
Ck Cash Chg STS

SIGN EASEMENT

This SIGN EASEMENT ("Easement") is made and entered as of this 31st day of January, 2002 by and between GRANDMOTHER'S, INC. ("Grantor") and ONE CORNHUSKER PLACE, L.L.C., a Nebraska limited liability company ("Grantee").

RECITALS:

WHEREAS, Grantor owns certain real property known as Lot 1, in One Cornhusker Place, an Addition to the City of Bellevue, as surveyed, platted and recorded, in Sarpy County, Nebraska ("Grantor's Real Estate"); and

WHEREAS, Grantee owns certain real property known as Lot 4, in One Cornhusker Place, an Addition to the City of Bellevue, as surveyed, platted and recorded, in Sarpy County, Nebraska ("Grantee's Real Estate"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Grantor hereby CONVEYS to Grantee, its successors and assigns, the following easements for the benefit of Grantee's Real Estate:

1. **Sign Easement.** An exclusive easement to erect, maintain, operate, alter, repair and replace an illuminated monument sign, or such other type of identification sign as Grantee may desire from time to time (provided such sign complies with applicable zoning regulations and does not exceed a height of twelve (12) feet), on the west twenty-five (25) feet of the North thirty (30) feet of Grantor's Real Estate (the "Sign Easement Tract"), together with rights of access and ingress and egress to and from the Sign Easement Tract upon, over, across and through Grantor's Real Estate; provided, however, that such sign shall not be used to advertise a restaurant. Grantee agrees that it will use reasonable efforts to coordinate such access and ingress and egress with Grantor to minimize interference with Grantor's business. Grantee shall repair any damage caused to Grantor's Real Estate as a result of Grantee's access and ingress and egress to and from the Sign Easement Tract. Grantor agrees it shall not erect or permit the placement or maintenance of any object or structure which obstructs the view of the sign from 23rd Street or Cornhusker Highway. Notwithstanding the previous sentence, Grantor shall be permitted to erect banners that may obstruct the view of the sign from 23rd Street or Cornhusker Highway, provided that such banners are no larger than 3 feet by 8 feet at a height not exceeding 6 feet at the top of the banner from the ground, at a distance from the Sign Easement Tract of not less than 25 feet.

2. **Utility Easement.** A non-exclusive easement, on, over, under and across Grantor's Real Estate, from the utility line in the right of way adjacent to Grantor's Real Estate to the Sign Easement Tract, as reasonably required, for electrical providers (the "Utility Providers") with the rights required by the Utility Providers to install, use, maintain, replace and

remove lines or systems on the easement to serve the Sign Easement Tract, which rights include (i) the right of ingress and egress upon, over, across and through Grantor's Real Estate for all purposes herein stated; (ii) the right to trim or cut down any and all brush, trees, over-hanging branches, roots or other obstructions which interfere with the construction, maintenance or use of, or endanger the safety of, said line, lines, or systems; (iii) the right to license, permit or otherwise agree to the use or occupancy of said line, lines or systems by the Utility Providers for electric or other utility purposes; and (iv) the right to remove and/or replace, at any time, any or all of the said line or systems. If a Utility Provider requires that a separate document be executed in favor of such company in order to provide utility service over and across Grantor's Real Estate to benefit the Sign Easement Tract, Grantor agrees to execute the standard form easement document of such Utility Provider.

3. Existing Easement. This Easement supplements the existing Permanent Sign Easement granted by instrument dated September 13, 1999 and recorded September 22, 1999 as Instrument No. 99-029666 of the Records of Sarpy County, Nebraska in favor of Grantee's Real Estate (the "Existing Easement"). This Easement is not intended to supercede the Existing Easement, and the Existing Easement remains in full force and effect.

4. Effect of Easement. The burdens and benefits of the easements granted herein shall be perpetual, shall run with the land, and shall bind and benefit the parties hereto and their respective successors and assigns. The easements granted herein shall be appurtenant to and benefit Grantee's Real Estate. Grantor covenants that Grantee, its successors and assigns, may quietly enjoy the easements herein granted for the uses stated in this Easement, that Grantor has full right and lawful authority to grant this Easement without obtaining the approval or consent of any third party, and that this Easement is enforceable in accordance with its terms.

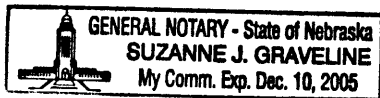
IN WITNESS WHEREOF, Grantor has executed this Easement as of this 31st day of January, 2002.

GRANDMOTHER'S, INC.

By: [Signature]
Name: Dean Rasmussen
Title: Pres.

STATE OF NEBRASKA)
) ss
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 7th day of February, 2002, by Dean Rasmussen, President of Grandmother's, Inc., a Nebraska corporation, on behalf of the corporation.



[Signature]
Notary Public

My Commission Expires:
Dec 10, 2005