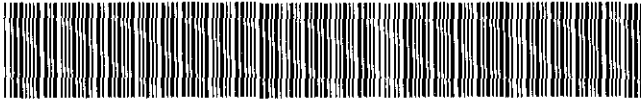


MISC 2008062410

Misc 31.00
65-25485
58
B 6/2



JUN 24 2008 10:56 P 6

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
6/24/2008 10:56:41.66



2008062410

ACCESS AND MONUMENT SIGN EASEMENT AGREEMENT

Mrs Tim DeGeorge DeGeorge

This agreement made this 20th day of June, 2008, by and between CLR Development LLC, a Nebraska Limited Liability Company, hereafter referred to as "CLR" and ~~Cinque Terre Holdings, LLC, a Nebraska Limited Liability Company, hereafter referred to as "Cinque Terre Holdings"~~. Throughout the remainder of this Agreement, any reference to the "Party" or the "Parties" shall refer to CLR and/or ~~Cinque Terre Holdings~~ as well as to all successors in interest and assigns of each. DeGeorge HEP

WHEREAS, CLR is the owner of the following described real property:

Lot 8, Millard Business Center, an addition to the City of Omaha, Douglas County, Nebraska,

and;

DeGeorge HEP

WHEREAS, ~~Cinque Terre Holdings~~ is the owner of the following described real property:

Lot 18, Millard Business Center, an addition to the City of Omaha, Douglas County, Nebraska,

and;

WHEREAS, the Parties hereto desire to create in favor of the other, an easement for the construction, maintenance and repair of a common or combined monument sign for each Party's use, as well as an easement for ingress and egress over and across each Party's property described above to allow each Party unrestricted access from and to their property, or any portion thereof, and "Q" Street which borders the properties on the north.

NOW THEREFORE, in consideration of the mutual promises, obligations and rights herein created, the Parties hereby give, grant and convey unto each other, a nonexclusive, perpetual right of way or easement over a parcel of property legally described on Exhibit "A" attached hereto ("Easement Area") for the construction, maintenance and repair of a monument sign upon the Easement Area to announce or advertise the persons or entities doing business upon each Party's property. Each Party shall have the right to construct, maintain, repair or

11703,
33

0237532

• replace such sign, the cost of which, including utilities, shall be shared equally by both Parties. If either Party changes such sign once constructed to accommodate any change in use upon their property, the Party making such change shall bear the entire cost of such modification. Any sign so created shall provide equal space on each side devoted to each party's interests. The top half of the sign facing east shall be for the use of ~~Cinque Terre Holdings~~ ^{DeGeorge HRP}, its successors and assigns, and the top half of the sign facing west shall be for the use of CLR, its successors and assigns.

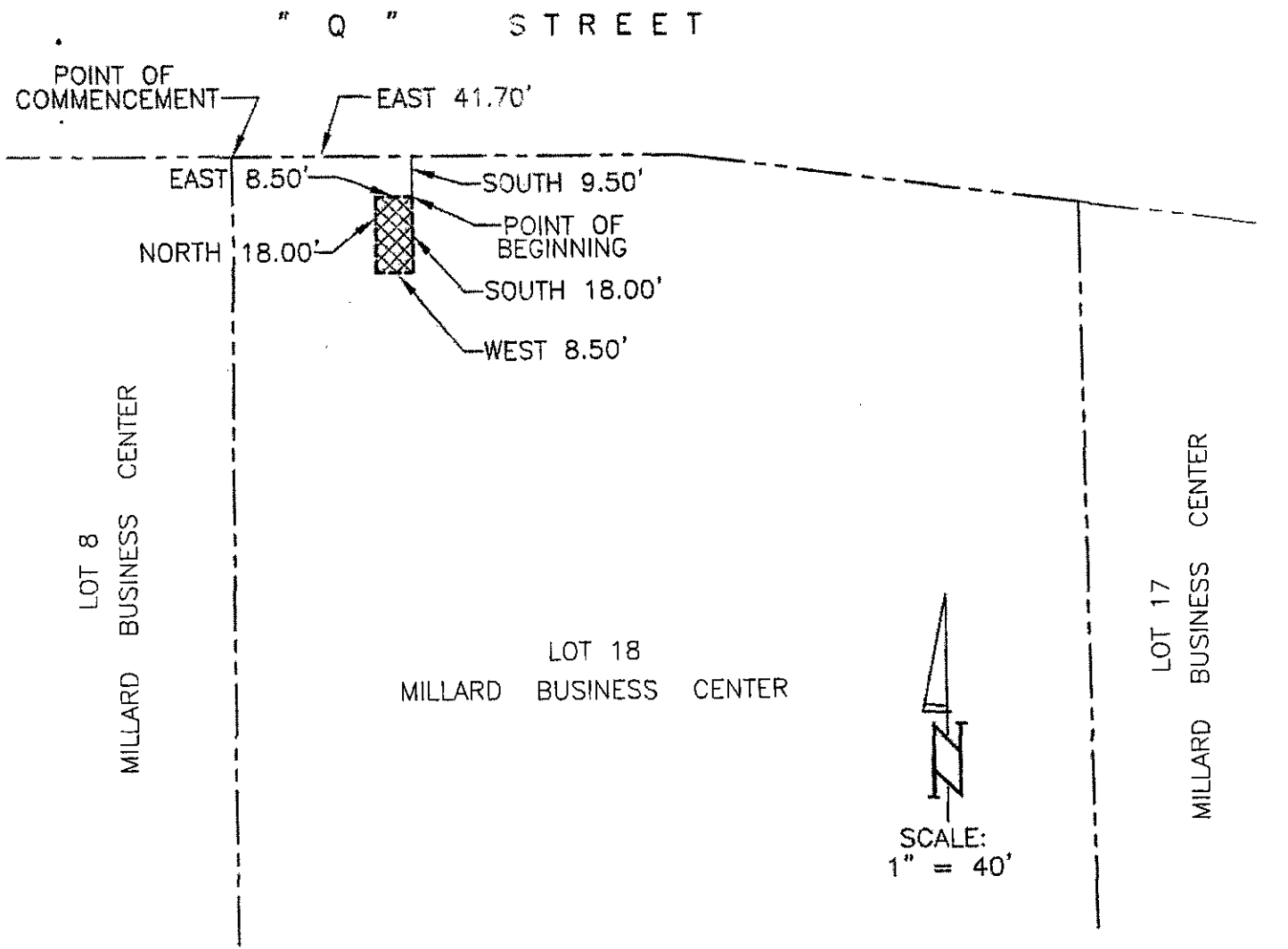
ADDITIONALLY, in consideration of the mutual promises, obligations and rights herein created, the Parties hereby give, grant and convey unto each other, a nonexclusive, perpetual right of way or easement over a parcel of property legally described on Exhibits "B" and "C" attached hereto ("Easement Area") for the purpose of ingress and egress from each Party's property described above to "Q" Street to the north. Each Party shall have the right to construct, maintain and repair a common, single roadway within the Easement Area for the use of Parties as set forth herein to provide for such ingress and egress from and to each Party's property described above to "Q" Street. The Parties shall maintain and keep the roadway constructed upon the Easement Area in good repair, free and clear of all ice, snow, rubbish and debris. The cost incurred in connection with the construction, repair and maintenance of the roadway in the Easement Area shall be shared equally by the Parties. The easements thus created shall be for the use of each Party for unrestricted roadway purposes for vehicles of any type. Neither Party shall construct any structure or device which would interfere with any Party's use of the easement and shall do nothing so as to prevent the free and uninterrupted use of the easement by any person authorized to use it.

This agreement shall be deemed to be a covenant running with the title to the land and shall be binding upon the Parties hereto, and upon their heirs, successors and assigns and upon each subsequent owner of any part or parcel of the property described above by their acceptance of a deed therefor, whether or not it shall be so expressed in such deed.

In witness whereof, the parties herein have set their hands this 20th day of June, 2008.

CLR DEVELOPMENT LLC, a Nebraska Limited Liability Company,

By: 
Cliff Cole, Manager



LEGAL DESCRIPTION

THAT PART OF LOT 18, MILLARD BUSINESS CENTER, AN ADDITION TO THE CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 18;

THENCE EAST (ASSUMED BEARING) 41.70 FEET ON THE NORTH LINE OF SAID LOT 18;

THENCE SOUTH 9.50 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 18.00 FEET;

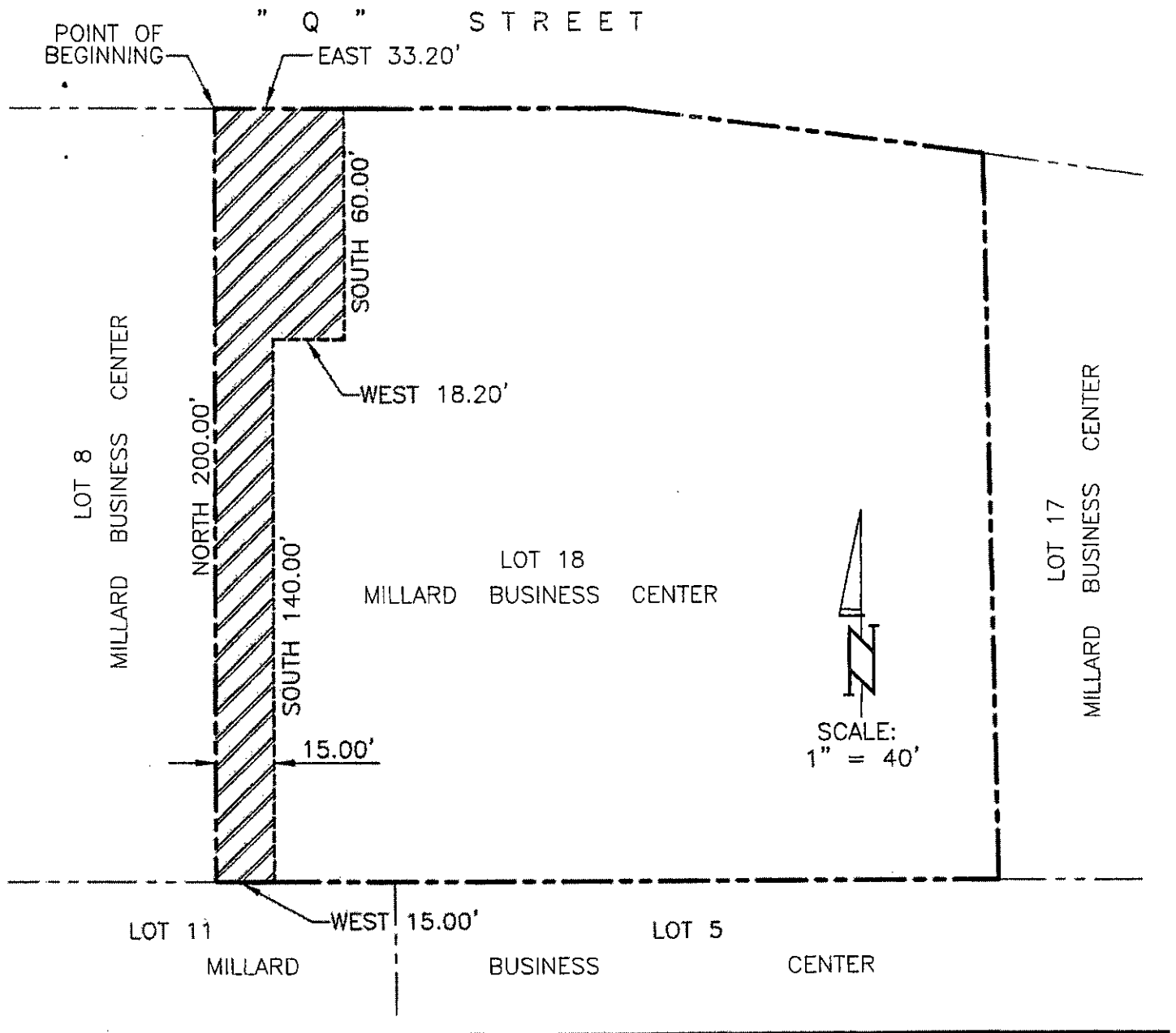
THENCE WEST 8.50 FEET;

THENCE NORTH 18.00 FEET;

THENCE EAST 8.50 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

NEBRASKA TITLE COMPANY OF OMAHA TD2 FILE NO.: 200-351-78(EX) DATE: JUNE 3, 2008
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

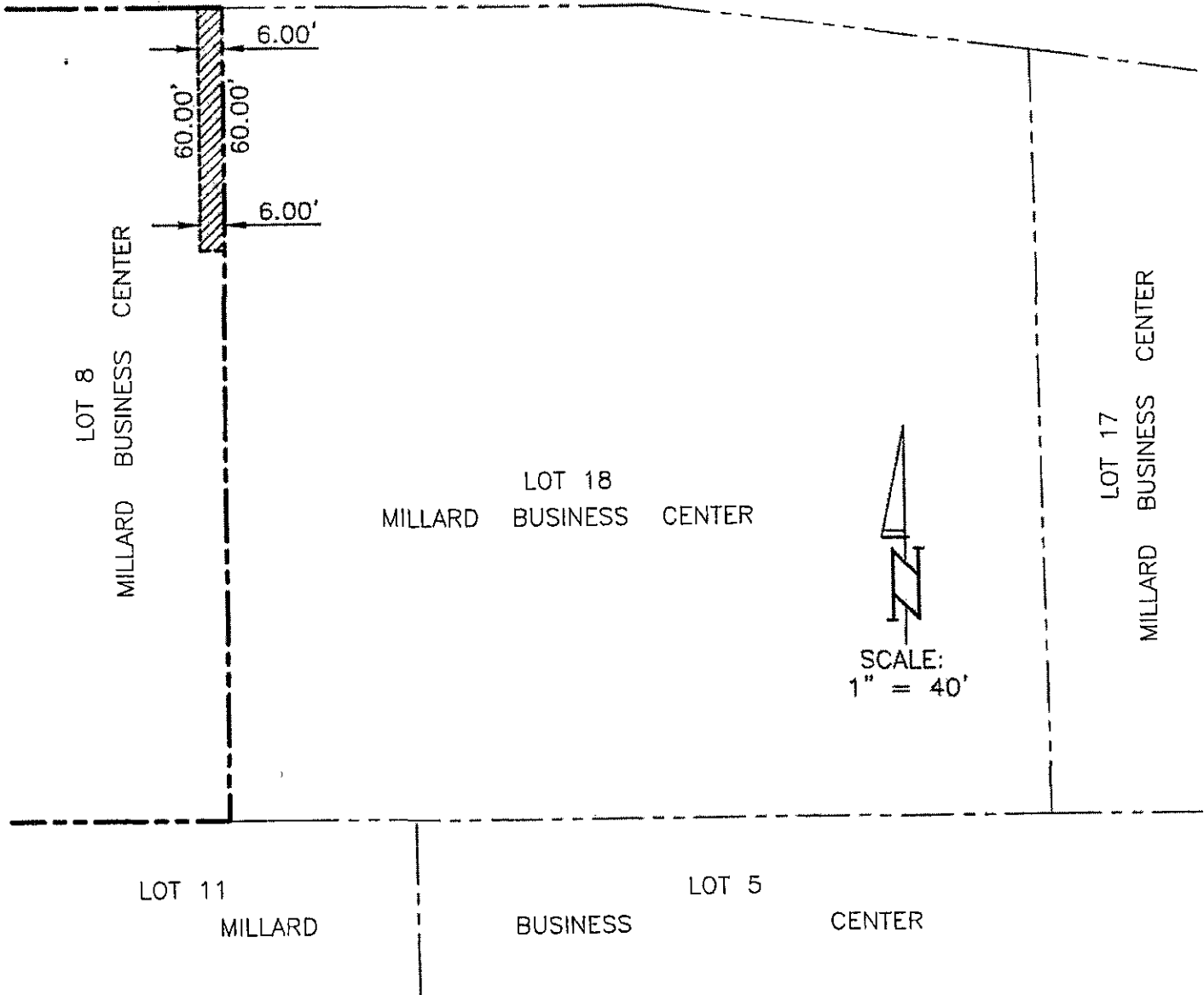


LEGAL DESCRIPTION

THAT PART OF LOT 18, MILLARD BUSINESS CENTER, AN ADDITION TO THE CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 18;
 THENCE EAST (ASSUMED BEARING) 33.20 FEET ON THE NORTH LINE OF SAID LOT 18;
 THENCE SOUTH 60.00 FEET;
 THENCE WEST 18.20 FEET;
 THENCE SOUTH 140.00 FEET ON A LINE 15.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 18 TO THE SOUTH LINE THEREOF;
 THENCE WEST 15.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18;
 THENCE NORTH 200.00 FEET ON THE WEST LINE OF SAID LOT 18 TO THE POINT OF BEGINNING.

EXHIBIT "A"

" Q " STREET



LEGAL DESCRIPTION

THE NORTH 60.00 FEET OF THE EAST 6.00 FEET OF LOT 8, MILLARD BUSINESS CENTER, AN ADDITION TO THE CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA.

EXHIBIT "A"

CB RICHARD ELLIS/MEGA TD2 FILE NO.: 1155-122-1(EX2) DATE: JUNE 4, 2008
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860