

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002-05857

2002 FEB 14 A 11:44 AM

Glenn J. ...

REGISTER OF DEEDS

Counter A Jw
Verify AK
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

