

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2007-09344

2007 MAR 30 P 2:52

*Sharon J. Dowling*  
REGISTER OF DEEDS

COUNTER ah C.E. P  
VERIFY ah D.E. EM  
PROOF P  
FEES \$ 30.50  
CHECK # \_\_\_\_\_  
CHG FNT CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

When recorded return to:

Sign Easement

This Sign Easement dated as of March 30, 2007 is between Hickory Hill Associates, L.L.C., a Nebraska Limited Liability Company ("Hickory Hill Associates") and Forum On Giles, L.L.C, a Nebraska Limited Liability Company ("Grantor").

Preliminary Statement

Hickory Hill Associates is the record owner of Lot 1 Replat 3 Hickory Hill Plaza Subdivision in Sarpy County, Nebraska, as surveyed, platted and recorded ("Lot 1 Replat 3").

Grantor is the record owner of Lot 6 Replat 2 Hickory Hill Plaza Subdivision in Sarpy County, Nebraska as surveyed, platted and recorded ("Lot 6 Replat 2") having acquired title to Lot 6 Replat 2 conditioned upon its execution and delivery of this Sign Easement.

For the purpose of establishing a perpetual exclusive easement under, over, upon, and above a certain portion of Lot 6 Replat 2 for the installation, repair, replacement, and removal of a pylon or monument sign including reasonable access over Lot 6 Replat 2 for access and temporary storage during the installation, repair, replacement and removal process and ancillary easements more particularly described in this Sign Easement, the Parties have entered into this Sign Easement.

Terms and Conditions

In consideration of the foregoing Preliminary Statement, which by this reference is repeated and incorporated in this portion of this Sign Easement in its entirety, and other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. Grant of Easement. Subject to the provisions of Section 5 of the Sign Easement, Grantor hereby conveys and grants to Hickory Hill Associates and its successors and assigns a perpetual exclusive easement to the

Return To: T-00105589  
First Nebraska Title  
Attn: Lisa **FNT**  
2425 South 120<sup>th</sup> Street  
Omaha, NE 68144

09344

A

construction, placement, installation, repair, maintenance, replacement, and removal of a free-standing pylon or monument sign (collectively the "Sign") under, over, upon and above that portion of Lot 6 Replat 2 situated near the northeasterly corner of Lot 6 Replat 2 as depicted on Exhibit "A" attached and incorporated herein by this reference (the "Easement Area") including a perpetual non-exclusive easement for (i) the installation, maintenance and replacement of utility lines under Lot 6 Replat 2 which are necessary for the operation and illumination of the Sign, and (ii) a perpetual non-exclusive easement over those areas within Lot 6 Replat 2 in reasonable proximity to the Easement Area for the temporary storage of sign components, equipment, parts and supplies and staging during the exercise of the easements granted in this Sign Easement. Utilities may be installed only in areas approved by Grantor in writing, and in a manner that does not interfere with the development and use of the remainder of Lot 6 Replat 2.

2. Permittees. Subject to the provisions of this Sign Easement, the Easement Area and the Sign shall be used exclusively by (i) the record owners of Lot 6 Replat 2 and its successors, assigns, lessees, and sublessees, and (ii) the record owners of Lot 1 Replat 3 and their respective heirs, personal representatives, successors, assigns, tenant and subtenants; all persons and entities benefited by the easement established by this Agreement are referred to from time to time collectively as the "Permittees".
3. Access to Sign. The record owner of Lot 6 Replat 2 shall at all times provide the Permittees and their respective contractors, employees and agents nonexclusive temporary easements for entry and access upon, over, across and under those portions of Lot 6 Replat 2 reasonably necessary for the construction, placement, installation, repair, maintenance, replacement and removal of the Sign including any utility lines servicing the Sign.
4. Exercise Responsibility. Any Permittee and their respective contractors, employees and agents, exercising any right granted under this Sign Easement shall be responsible for the prompt repair and restoration of any portion of the Easement Area and Lot 6 Replat 2 which is damaged by reason of such exercise, with such damaged area or areas to be restored to the condition which existed immediately prior to such damage to the extent reasonably practicable.
5. Sign Share and Responsibility. Depicted on Exhibit B attached and incorporated herein is a two panel sign which the Parties have agreed shall be the only sign installed within the Easement Area. Each of the Parties and their respective Permittees shall be entitled to the exclusive use of one of the two identification panels of such sign. Grantor shall be entitled to the top panel of such sign and Hickory Hill Associates entitled to the bottom panel.

The sign described in this Section 5 shall be fabricated in conformity with the Exhibit B and the sign specifications described therein. The Party which first begins construction of a building on either Lot 6 Replat 2 or Lot 1 Replat 3 (the "First to Develop") shall cause the fabrication and installation of the sign depicted on Exhibit B and shall pay the cost thereof. At such time as a building is opened for business with the public on the lot second to be developed, the owner of such lot shall pay the First to Develop, within thirty (30) days of such opening, one-half of the actual cost of the fabrication and installation of such sign excluding the costs attributed to any signage on either of the two panels, it being understood that the Party having control of a panel shall be responsible for the fabrication, installation, repair and replacement of any signage placed on such panel.


Each of the Permittees exercising rights granted under the Sign Easement shall have an insurable interest in the sign installed within the Easement Area and shall be responsible for insuring its interest in such sign. In the event of any damage or destruction to such sign due to fire or other casualty, each of the Parties shall be responsible for one-half the cost of the repair or replacement of such sign excluding the panels on such sign whose responsibility rests with the person or entity whose panel is damaged or destroyed.

With respect to the maintenance or replacement of such sign which is uninsured, each of the Parties shall pay one-half of such cost excluding the cost of repairing each of the two panels which shall be paid and the maintenance performed by the person or entity whose signage appears on such panel, *provided, however*, in the event the uninsured damage is the result of the negligence or misconduct of one of the Parties, such Party shall be solely responsible for all costs of replacement or repair, including replacement of the other Party's panel. The Party which fabricated and installed such sign shall be charged with the responsibility of effecting such maintenance and replacements. In the event the Party responsibility for paying one-half of such maintenance and replacement costs does not pay its share within thirty (30) days of its receipt of an invoice (together with reasonable supporting information), then such invoiced amount shall accrue interest at the rate of three percent above the "prime rate" as published in the Wall Street Journal (or equivalent publication should the Wall Street Journal no longer publish such rate) from the date due to the date paid. All unpaid costs and interest shall become a continuing lien upon the non-paying lot owner's lot subject to collection as provided by law.

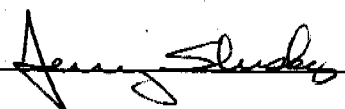
- 6. Legal Effect. The easements and covenants contained in this Agreement constitute covenants running with the land, and shall be binding upon and inure to the benefit the lot owners, and their respective successors, assigns and Permittees.

- 7. Amendment Termination. This Sign Easement may be terminated, extended, modified or amended only with the express written consent of each of the respective record owners of Lot 1 Replat 3 and Lot 6 Replat 2.
- 8. Merger. The easements and rights created herein shall not be subject to the doctrine of merger.
- 9. Miscellaneous. The invalidity of any provision of this Sign Easement shall not affect the remaining provisions. This Sign Easement shall be interpreted according to Nebraska law.

Hickory Hill Associates  
A Nebraska Limited Liability Company


By:   
Title: MANAGER

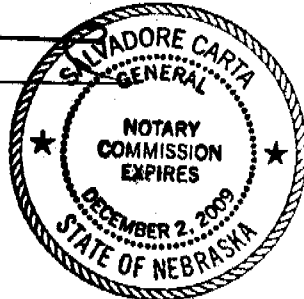
Forum On Giles, L.L.C.  
A Nebraska Limited Liability Company

By:   
Title: MANAGER MEMBER

STATE OF NEBRASKA )  
  ) ss.  
COUNTY OF DOUGLAS )

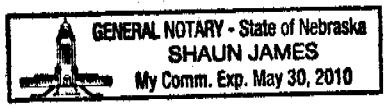
The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March 2007, by JAYR LERNER, MANAGER of Hickory Hill Associates, L.L.C., a Nebraska Limited Liability Company, on behalf of such Limited Liability Company.

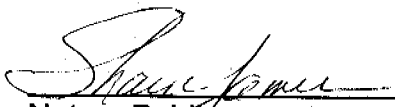
  
Notary Public  
My commission expires:



STATE OF NEBRASKA )  
  ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March 2007, by Jerry M. Stusky, MANAGER of Forum On Giles, L.L.C., a Nebraska Limited Liability Company, on behalf of such Limited Liability Company.



  
Notary Public  
My commission expires:

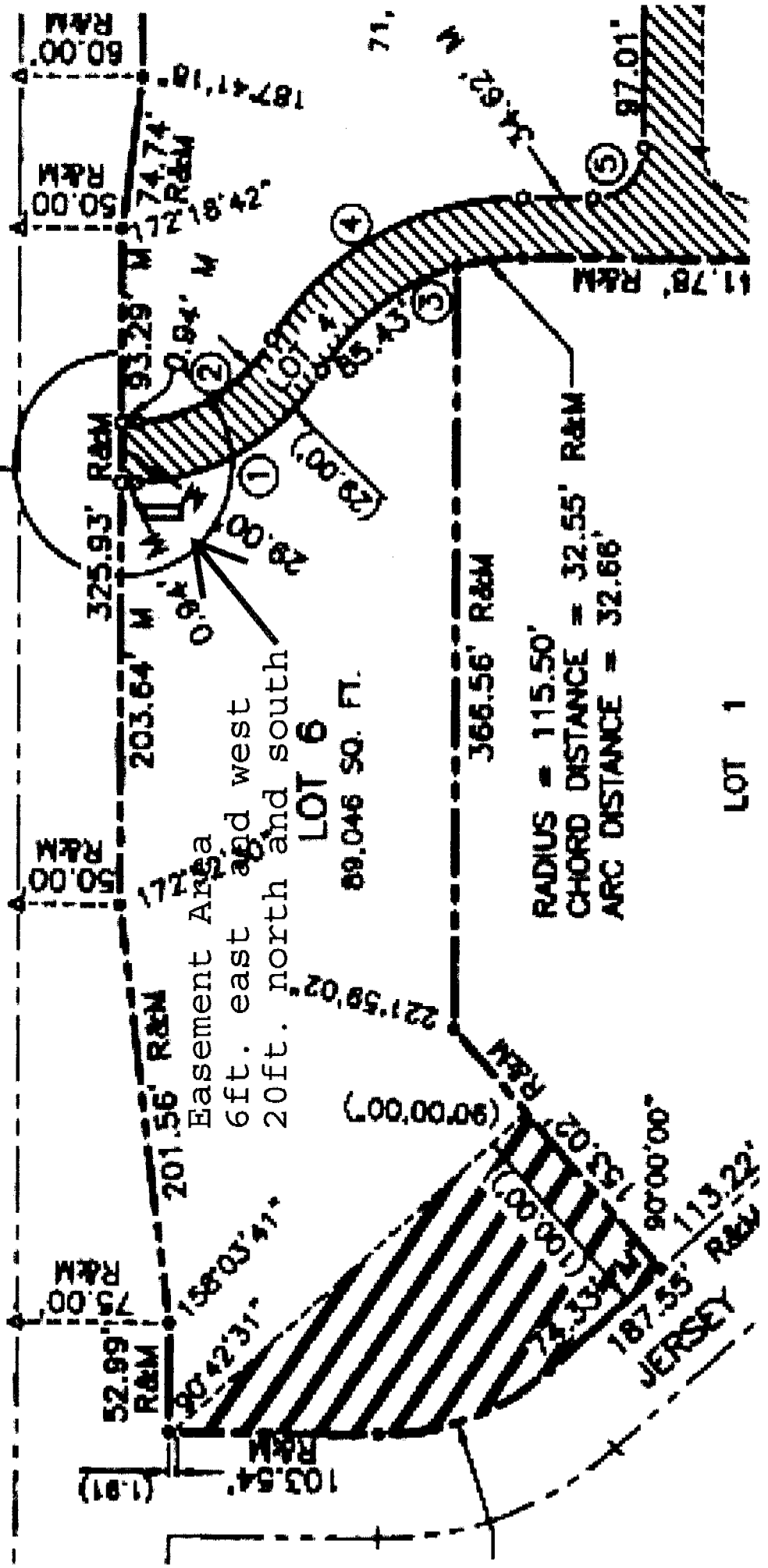
CORNER OF THE NE 1/4 OF THE NE 1/4  
SECTION 23, T14N, R12E OF THE 6th P.M.,  
COUNTY, NEBRASKA

**EXHIBIT "A"**  
Sign Easement Area

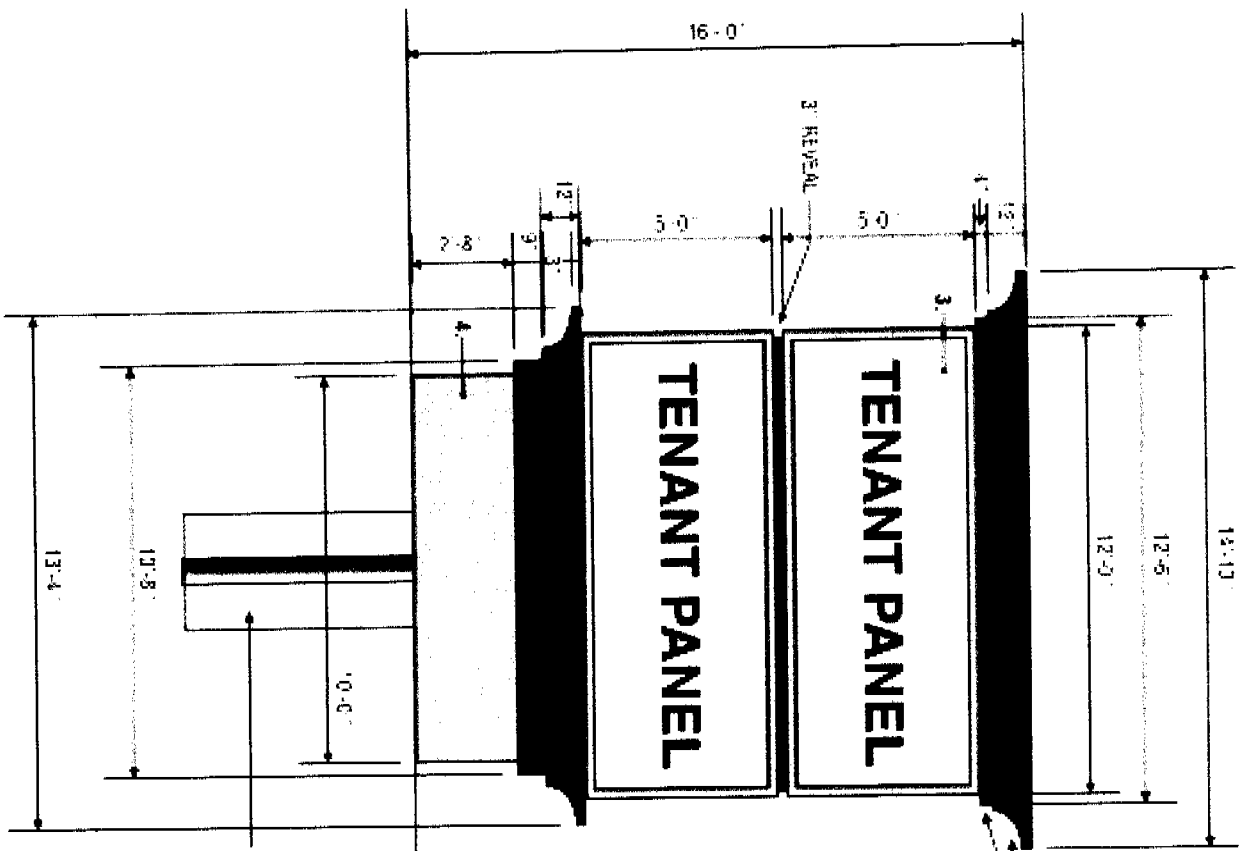
SEE DETAIL "A"

ROAD

GILES



2007-09344E



SCALE: 1/4" = 1'-0"

FABRICATE AND INSTALL (1) ONE NEW 5'-0" INTERNALLY ILLUMINATED MOUNTMENT SIGN DISPLAY

1. ALUMINUM OVER INTERNAL ANGLE FRAME PAINTED DARK TAN WITH A TEXTURED FINISH (DECORATIVE REVEALS).
  2. ALUMINUM OVER INTERNAL ANGLE FRAME PAINTED LIGHT TAN WITH A TEXTURED FINISH. FACE IS TO BE ROUTED AND BACKED WITH #2793 RED PLEXIGLAS INTERNAL ILLUMI. WITH CW/HD FLUORESCENT LAMPS.
  3. ALUMINUM OVER INTERNAL ANGLE FRAME CABINET AND RETAINERS ARE TO BE PAINTED LIGHT TAN WITH A TEXTURED FINISH. FACES ARE TO BE 3/16" WHITE ACRYLIC. INTERNAL ILLUMINATION WITH CW/HD FLUORESCENT LAMPS
  4. ALUMINUM OVER INTERNAL ANGLE FRAME. BASE SECTIONS ARE TO BE PAINTED LIGHT TAN WITH A TEXTURED FINISH.
- ALL COLORS AND COPY ARE TO BE APPROVED BY CUSTOMER PRIOR TO FABRICATION. SIGN IS TO BE INSTALLED IN CUSTOMER SPECIFIED LOCATION.

2 X 6 CIRCULAR CONCRETE FOOTING WITH 4" STEEL THROUGH SIGN

Exhibit "B"