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Register of Deeds, Douglas County, NE
8/15/2017 15:01:19.49



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After recording (return to) Rex A. Rezac, 409 S. 17th St., Suite 500, Omaha, NE 68102

ASSIGNMENT OF SIGN EASEMENT

For one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TBD Enterprises, L.L.C., a Nebraska limited liability company ("Assignor"), does hereby assign, transfer, convey and set over unto RL Development, LLC, a Nebraska limited liability company ("Assignee"), all of Assignor's right, title, and interest in and to the following described easement:

That certain unrecorded Sign Easement Agreement entered into by Tranquility Realty, L.L.C., a Nebraska limited liability company, and Assignor on August 8, 2008, a copy of which is attached hereto as Exhibit A, concerning a portion of the real estate legally described as Lot 1, Cherry Hills Business Park Replat 5, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska.

Assignee hereby accepts the above and foregoing Assignment of Sign Easement and hereby assumes and agrees to perform all of the duties, responsibilities and covenants of Assignor under the terms of the Sign Easement Agreement to be observed and performed by Assignor thereunder from and after the date hereof.

This Assignment of Sign Easement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures appear on the following pages]

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402 978 5373 1

ASSIGNOR:

TBD ENTERPRISES, L.L.C.,
a Nebraska limited liability company

By: [Signature]
Name: Anthony SAIDI
Title: Managing Member
Date: July 14, 2017

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

On this 14 day of July, 2017, before me, a notary public in and for said county and state, personally came Anthony SAIDI Managing Member of TBD ENTERPRISES, L.L.C., a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his or her voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and notarial seal in said county and state, the day and year last above written.

[SEAL]  Annette K. Davis
Notary Public

ASSIGNEE:

RL DEVELOPMENT, LLC,
a Nebraska limited liability company

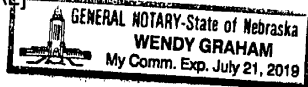
By: *Rod Laible*
Name: Rod Laible
Title: Managing Member
Date: 7-19-17

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 17 day of July, 2017, before me, a notary public in and for said county and state, personally came Rod LAIBLE, Managing Member of RL DEVELOPMENT, LLC, a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his or her voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and notarial seal in said county and state, the day and year last above written.

[SEAL]



Wendy Graham
Notary Public

Exhibit A

Sign Easement Agreement

[Attached]

1675256 v3

(The above space for use of Register of Deeds.)

Sign Easement

This Sign Easement Agreement ("Agreement") is made and entered into on this 8th day of August, 2008 by and between Tranquility Realty, L.L.C., a Nebraska limited liability company ("Tranquility") and TBD Enterprises, a Nebraska ("LLC").

WHEREAS, Tranquility is the owner of the real property legally described as Lot 1, Cherry Hills Business Park Replat 5, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska ("Lot 1"); and

WHEREAS, subject to the terms and conditions of this Agreement, Tranquility has agreed to grant an easement to allow TBD Enterprises to operate, maintain, repair and replace a monument sign on Lot 1.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tranquility and TBD Enterprises agree as follows:

1. **Grant of Easement.** Subject to the terms and conditions hereof, Tranquility does hereby grant and convey to TBD Enterprises, (a) a nonexclusive easement upon that portion of Lot 1 as shown on Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Area"), for the sole purpose of operating, maintaining, repairing, and replacing a monument sign that will be used to advertise and identify the owners and occupants of Cherry Hills Business Park (the "Monument Sign") and (b) the right to temporarily enter, remain and pass on, over and across Lot 1 for the purpose of exercising TBD rights granted herein.

2. **Tranquility's Reserved Rights.** Tranquility reserves the right to erect other signs within Lot 1 in locations other than in the Easement Area; provided, however, that such signs shall not obstruct, interfere with, diminish, or in any way impair or reduce the effectiveness of the Monument Sign, as such Monument Sign may now exist or may exist in the future.

3. **Permits, Repair and Maintenance.** TBD shall be responsible for obtaining all necessary permits from the City of Omaha and all other appropriate entities and agencies relating to the Monument Sign in the Easement Area. If the Monument Sign is illuminated, the power supply shall be metered independently from any improvements constructed on Lot 1. All of the electricity costs for the Monument Sign shall be billed directly to TBD and paid by Cherry Hill Bus Park Area hereby agrees to repair and maintain the Monument Sign in good condition at all times and in compliance with all applicable laws, regulations, ordinances and codes.

4. **Representations.** Tranquility warrants that it owns Lot 1 in fee simple, subject to easements, covenants and restrictions of record, and that it has the authority to enter into the agreements referred to herein.

5. **Termination of Agreement.** The easements granted herein may be terminated only by a written instrument executed by the then owner of Lot 1 and TRD Enterprises

6. **Enforcement.** The provisions of this Agreement may be enforced by an action for injunctive relief, as well as by an action for damages. No breach of any provision of this Agreement by any party shall give the other party the right to cancel, rescind or otherwise terminate this Agreement, but this provision shall not be deemed to affect any other rights or remedies which the non-breaching party may have, or claim to have, by reason of the breach.

7. **Miscellaneous.** This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska. The easements, covenants and restrictions granted hereunder and all provisions of this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Upon any sale of Lot 1 by Tranquility or by any successor or assign of Tranquility, the selling party shall have no further liability hereunder other than for claims arising during the selling party's period of ownership.

-No further text on this page-

DATED this 10 day of October, 2008.

TRANQUILITY REALTY, L.L.C., a Nebraska limited liability company

By: *John T. Spaustat*
John T. Spaustat, Manager

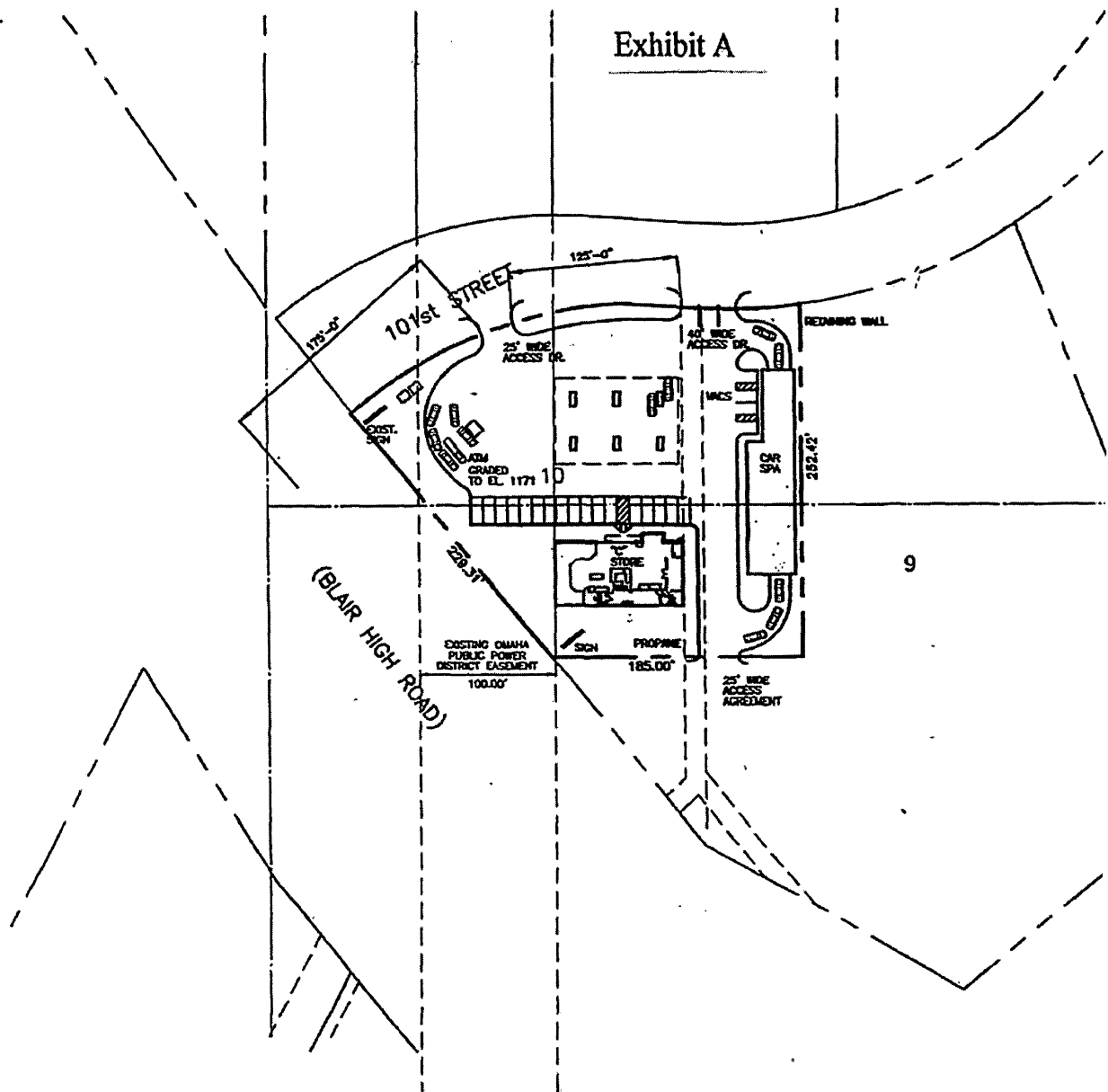
STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me on the 10 day of October, 2008, by John Spaustat, the Manager of Tranquility Realty, L.L.C., a Nebraska limited liability company, on behalf of the company.

Michael R. Shramel
Notary Public



Exhibit A



SITE PLAN

101st STREET & BLAIR HIGH ROAD
151 A. (65,624 SF)

SCALE: 1" = 100'-0"

