

Circle Classification:  
Column - Ad - Ind - Res

40-686

## NATIONAL ADVERTISING COMPANY

(Subsidiary of Minnesota Mining &amp; Manufacturing Co.)

Home Office: Bedford Park, Illinois 60501

Leased

THIS AGREEMENT, made this 21 day of NovCAROLINE BORMANPapillion, Neb

hereinafter called the Lessor, and National Advertising Company, of Bedford Park, Illinois, hereinafter called the Lessee.

## WITNESSETH:

1. The Lessor hereby leases unto the Lessee, and the Lessee hereby leases from the Lessor, the use and possession of the portion to be occupied of the following described premises, for the purposes of erecting and maintaining advertising displays (painted, reflectorized, printed, illuminated, or otherwise), including necessary structures, devices, power poles and connections.

2. The property herein demised is located about 3 1/2 miles N.E.S.W. of I-80 at T-80 Jct, on the N 1/2 S - W side of Route 80 for display(s) facing N.E.S.W., such leased property being part of the Lessor's property situated in the Township of Papillion, County of Sarpy.

State of Neb.

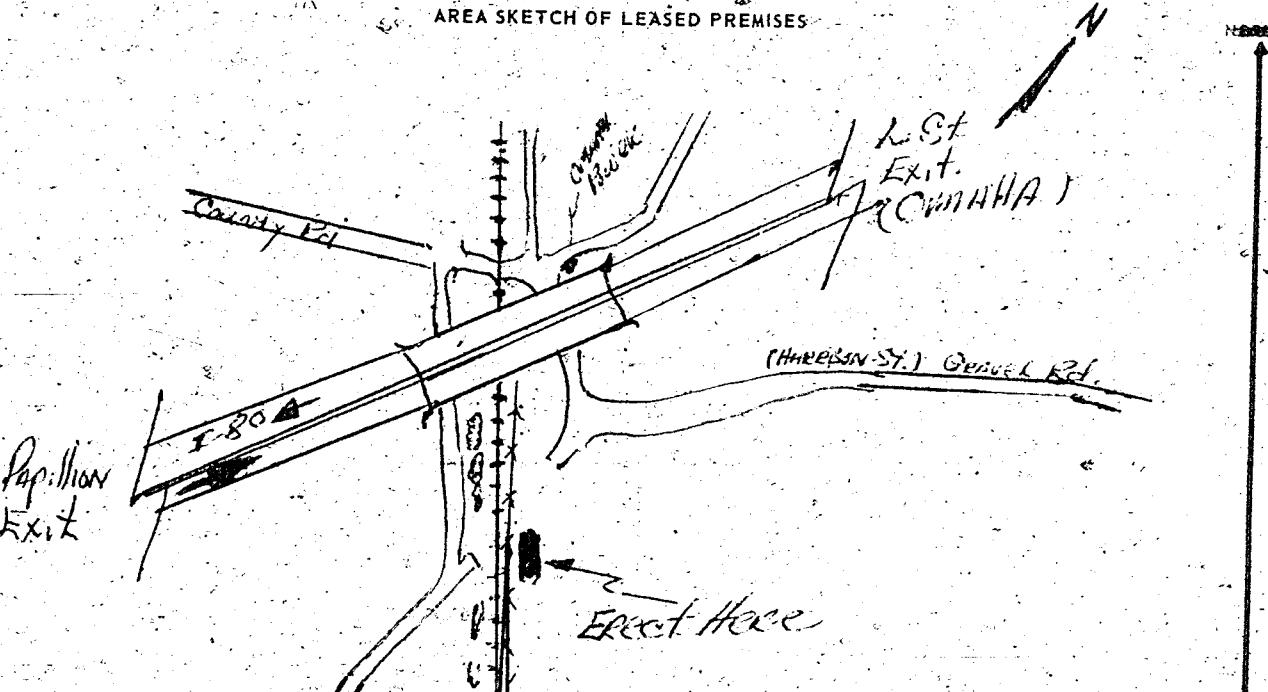
(If Legal Description is required, see reverse side of this Agreement.)

3. The term of this lease shall commence on JAN 1 1969 and, unless terminated earlier in the manner hereinafter set forth, shall continue for an initial term of ten years from the first day of the first month following erection of the advertising display(s) (hereinafter called "the effective date"), and shall continue thereafter, from year to year, on the same terms, until terminated as of any subsequent anniversary of the effective date by written notice of termination given not less than sixty days prior to such anniversary date by either the Lessor or Lessee.

4. In consideration of the foregoing and the mutual promises herein contained, the Lessor agrees to pay the Lessor at the rate of \$ 50.00 per year for such periods of time as the display(s) contemplated hereunder is(are) not in advertising position, and at the rate of \$ 150.00 per year for such periods of time as the display(s) contemplated hereunder is(are) in position. Such yearly rental is to be paid in advance (subject to a 30 day delay for processing) with supplementary adjustments to be made promptly when the advertising status of the display(s) is changed. When feasible, the payment date will be adjusted to coincide with an anniversary of the effective date.

5. ADDITIONAL PROVISIONS. The provisions printed on the reverse hereof are hereby incorporated herein by specific reference thereto and constitute a part of this agreement.

## AREA SKETCH OF LEASED PREMISES



Executed by Lessor in the presence of:

Carolyn BormannCaroline Bormann  
(Print Lessor's Name)

APPROVED:

(If applicable)

(Owner)  
(Tenant)

Accepted by:

NATIONAL ADVERTISING COMPANY, LESSEE

By: Carolyn Bormann  
804 S. MADISON  
(Signature)  
(Mailing Address)  
Papillion Sarpy Neb  
(City, County, State)

By:

27520

40-687

13. In consideration of the ownership of the property hereby leased, the Lessor agrees to notify the Lessee promptly of such change, and the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner.

14. In consideration herein the lessor represents and warrants that he is either the Owner or the Agent of the Owner of the property herein described and has the power to let and the lessor certifies and warrants that if the lessor shall pay the amount of rent to the other or persons herein stated, the lessor shall have, peaceably and quiet the legal, hold and possess the property for the term of this lease and will use to furnish access to the site over any lands under the control of the lessor.

The above shall be held by all subsequent or representatives, expressed or implied, but nothing herein contained shall be deemed to confer any right or interest in the property upon the lessee in the event provided, following the death of any one of the joint holders upon the passing hereditarily to their respective tenants, heirs, successors, personal representatives, executors, etc.

Under the first method of leasehold property regulated by the Local Government Act, the lessor's right to terminate or repossess the property, pending completion of the leasehold displays, may be lost if the lessee has given the lessor notice of termination, accompanied with a copy of the building permit, and by registered mail to either the lessor's Home Office address, or to the lessor's lawyer, returning to the lessor the rent previously paid for the unexpired portion of this lease beyond the date of termination, or to whomsoever the lessor may have given the 30 day period. If the lessor does not commence the construction of modelling displays within 40 days from the date of removal, the lessor may, at its option, repossess this lease by written notice to the lessee, and within 40 days from the date of removal the lessor may reasonable expenses in the removing and replacing of the lessor's displays on the

the advertising displays, and the displays shall consist of those used for the advertising purposes of the displays as required or permitted by law, or the displays may be increased, augmented or lawfully modified so as to attain any necessary permits or approvals required by any authority having power thereto to require and maintain a suitable advertising contract for the purpose of advertising traffic from or to a point in the direction of traffic on highways leading past the Lessee's displays, provided, however, that the lessor gives the lessor fifteen (15) days written notice, and the lessor agrees to give to the lessor a copy of such notice, before the increased portion or parts thereof to any of the conditions described in this paragraph shall at any time "temporarily" exist, and during such period of time, and by terminating this lease, the lessor shall be entitled to an amount of rent payable by under, during the period such condition exists, and to the retainer being retained in accordance with the period of such increment.

of structures, fixtures, materials, placed up on the land property, the loss or damage to fixtures and equipment; and shall have the right to remove the same at any time prior to or within a reasonable time after the termination of this agreement, the lessee agrees to allow the lessor to sell, lease or let the property so used by the lessee for the purpose of profit, and to collect the earnings at any time.

any other party or third party, using the display of other advertising matter and any property or fixtures, equipment, or property of lessor's displays, and/or permitting the erection to partially or wholly obscure the displays, and the lessor is hereby prohibited from erecting such other advertising displays or

10. **Insurance.** The Company shall be liable for the amount of liability arising from physical property damage or loss resulting from any act of negligence or omission of employees in the construction, maintenance, repair, change or removal of the property, and passenger injury at its own cost and expense, shall procure public liability insurance covering any liability so arising and shall cause the above provisions to save the Company harmless from any and all claims of demands or suits which may be brought against it as a result of any accident or willful act of the passengers.

...and do not let us go away from you, for we are your people, and you are our God.

For more information, please visit [www.hhs.gov/ocr/protectedclasses/](http://www.hhs.gov/ocr/protectedclasses/).

Sep 07 1964 M

*...and the Lord said unto me, "Go forth into all the world and preach the gospel to every creature."*

10. The following table shows the number of hours worked by each employee in a company.

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Nebraska

**Sapientia** (Latin) - Wisdom; knowledge; intelligence.

21 November 1968 before my 1 Joanne M. Hines

...  
I, Caroline Norman, do hereby declare that I have examined and taken information of the contents of said instrument, acknowledged that  
the same contains no dangerous or noxious substance.

... have to realize that my friends had off and died, etc.

*James M. Henke*  
Signature of Officer

*(Signature)* Title of Officer

My Commission Expires August 1970

10. The following table shows the number of hours worked by each employee.

SEARCHED INDEXED SERIALIZED FILED BY CLAY COUNTY TREASURER 1955 AT 12 O'CLOCK

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REGISTER OF DEEDS