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Date
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By

RICHARD N. TALLENT
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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ASSIGNMENT OF SIGN
EASEMENT AGREEMENT

In consideration of the sum of one dollar, Edwards Management Co., Inc., the Grantee under a Sign Easement Agreement dated May 28, 1998 (the "Agreement") between it and Shopko Stores, Inc., the Grantor, hereby assigns all of its rights, responsibilities, and privileges to MSE Investments, Inc. under the Agreement. A copy of the Agreement is attached as Exhibit "1" and incorporated by reference.

MSE Investments, Inc. hereby accepts this assignment, and all the rights and responsibilities of Grantee under the Agreement.

Dated this 1st day of October, 1999.

15738
m

FEE 550 FB 160-08277
 BKP _____ C/O _____ COMP MB
 DEL _____ SCAN CL FV _____

EDWARD MANAGEMENT CO., INC.

By: [Signature]
Robert A. Edwards
Its President

MSE INVESTMENTS, INC.

By: [Signature]
Mark R. Edwards
Its President

Shopko Stores, Inc. hereby consents to the above assignment.

SHOPKO STORES, INC [Signature]

By: [Signature]
Its: VICE PRESIDENT REAL ESTATE

Return to:
HOTZ & WEAVER
444 REGENCY PARKWAY DR., STE. 310
OMAHA, NE 68114

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 1 day of Oct, 1999, before me, a Notary Public duly commissioned and qualified for in said county, personally came Robert A. Edwards, President of Edwards Management Co., Inc., known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my had and notarial seal the day and year last above written.

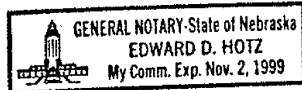


Edward D. Hotz
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 1 day of Oct, 1999, before me, a Notary Public duly commissioned and qualified for in said county, personally came Mark R. Edwards, President of MSE Investments, Inc., known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my had and notarial seal the day and year last above written.

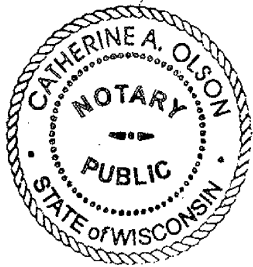


Edward D. Hotz
Notary Public

STATE OF WISCONSIN)
) ss.
COUNTY OF Brown)

On this 6th day of October, 1999, before me, a Notary Public duly commissioned and qualified for in said county, personally came TOM SOWA, Vice President Real Estate of Shopko Stores, Inc. known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my had and notarial seal the day and year last above written.



Catherine A. Olson
Notary Public

[REDACTED]
1250 292 MISC
[REDACTED]

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

98 JUN -3 PM 3:49

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SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT, dated ^{May} April 28, 1998, is between SHOPKO STORES, INC., a Minnesota Corporation ("Grantor") and EDWARDS MANAGEMENT CO., INC. ("Edwards Management"), a Nebraska Corporation ("Grantee").

PREAMBLE:

1. Grantor is the owner of a tract of land described on the attached Exhibit "A".
2. Grantor wishes to grant and Grantee wishes to receive an exclusive, permanent and perpetual sign easement on the property legally described on the attached Exhibit "A" in the location depicted on the attached Site Plan (Exhibit "B").

AGREEMENT:

IN CONSIDERATION OF THE MUTUAL DUTIES AND OBLIGATIONS AND FOR THE CONSIDERATION RECITED, THE PARTIES AGREE AS FOLLOWS:

1. Grant of Easement. Grantor grants and conveys to Grantee a perpetual, exclusive sign easement as depicted on Exhibit B for the purpose of the erection and maintenance of a sign advertising the Grantee's restaurant at 14443 West Center Road, Omaha, Nebraska, including access from time to time to the easement property more particularly described on Exhibit "A" attached and incorporated into this Easement Agreement. Sign shall be substantially in accordance with the plans identified on Exhibit "C" attached and incorporated into this Easement Agreement.
2. Consideration. Grantee has paid and Grantor acknowledges receipt of \$20,000.00 in fully payment of this perpetual easement.
3. Maintenance. Grantee covenants and agrees to maintain in good condition and repair or cause to be maintained and kept in good condition and repair the sign structure to be

HOTZ & WEAVER
444 REGENCY PARKWAY DR., STE. 310

7460 x 106-08297

FEE 702	FD
EXP 5/28/98	COMP 11/7
BY [Signature]	SCAN [Signature] FV B.W

EXHIBIT 1

erected on the easement property, including the placing, keeping and repair, and replacement of necessary appropriate parts of the sign and lighting as approved by the Grantor.

4. Compliance with Laws and Regulations – Indemnification. Grantor and Grantee covenant and agree, with respect to their own properties, to comply with all laws, rules, regulation, and requirements of all public authorities and to indemnify, defend, and hold each harmless against all claims, demands, losses, damages, liabilities, and expenses and all suits, actions, and judgments arising out of or in any way related to Grantor or Grantee's failure to maintain their respective property or Grantee's use, construction or maintenance of the easement property or sign placed on the easement property. Each party shall give prompt and timely notice of any claim made or suit or action commenced against the other party which would in any way result in an indemnification under this Sign Easement Agreement.

5. Covenants Running with Land. The rights contained in this Sign Easement Agreement shall run with the land and inure to, and be for the benefit of the Grantor and Grantee, their successors and assigns, tenants, sub-tenants, licensees, of the parties.

6. Covenants of Title and Quiet Enjoyment. Grantor warrants that it has good and fee simple title to the property described on Exhibit "A" and Grantor warrants it will defend the title to the easement premises owned by Grantor.

7. Covenants of Grantee. Grantee hereby covenants and agrees that it will perform all of the work hereby authorized on the premises aforesaid, with care, skill and diligence and that it will prosecute said work in such a manner in way to endanger or interfere with the use of the property of Grantor;

Grantee will perform said work in such a way as not to damage the buildings, improvements or premises of Grantor nor interfere with or remove the support of the same, and that it will defend, indemnify and save Grantor harmless from any all loss and damage Grantor

may sustain growing out of or arising in any manner from the activities or omissions of the Grantee or its agents/contractors pursuant to this easement.

Grantee and its contractors and agents shall only use and occupy a portion of Grantor's property and as much surrounding property as is reasonable and necessary to perform the work but in all events shall not interfere with ShopKo Store operations.

No trucks, trailers or other equipment shall be left on Grantor's property overnight.

Grantee shall place the property of Grantor in the same or similar condition the property was prior to its entry except for the existing sign upon completion of the work.

8. Notices. Grantor's address is:

ShopKo Stores, Inc.
700 Pilgrim Way
P.O. Box 19060
Green Bay, WI 54307-9060

Grantee's address is:

Edwards Management Co., Inc.
Attn: Robert A. Edwards
444 Regency Parkway Drive, Suite 300
Omaha, NE 68114

Either party may send written notices of change of address to the other. All notices shall be sent by certified United States mail to the addresses provided for.

9. Default. If there is a failure of either party to perform, fulfill or observe any agreement contained in this Sign Easement Agreement, continuing for 30 days, or in situations involving potential danger to the health or safety of persons in the easement property, in such case after written notice, the non-defaulting party may, at its election, cure such failure or breach on behalf of the defaulting party. Any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other, shall be paid to the party whom due upon demand upon delivery of an invoice together with interest at the maximum rate permissible allowed by applicable law.

EXHIBIT A

Lot 2 Crescent Oaks Plaza Replat.

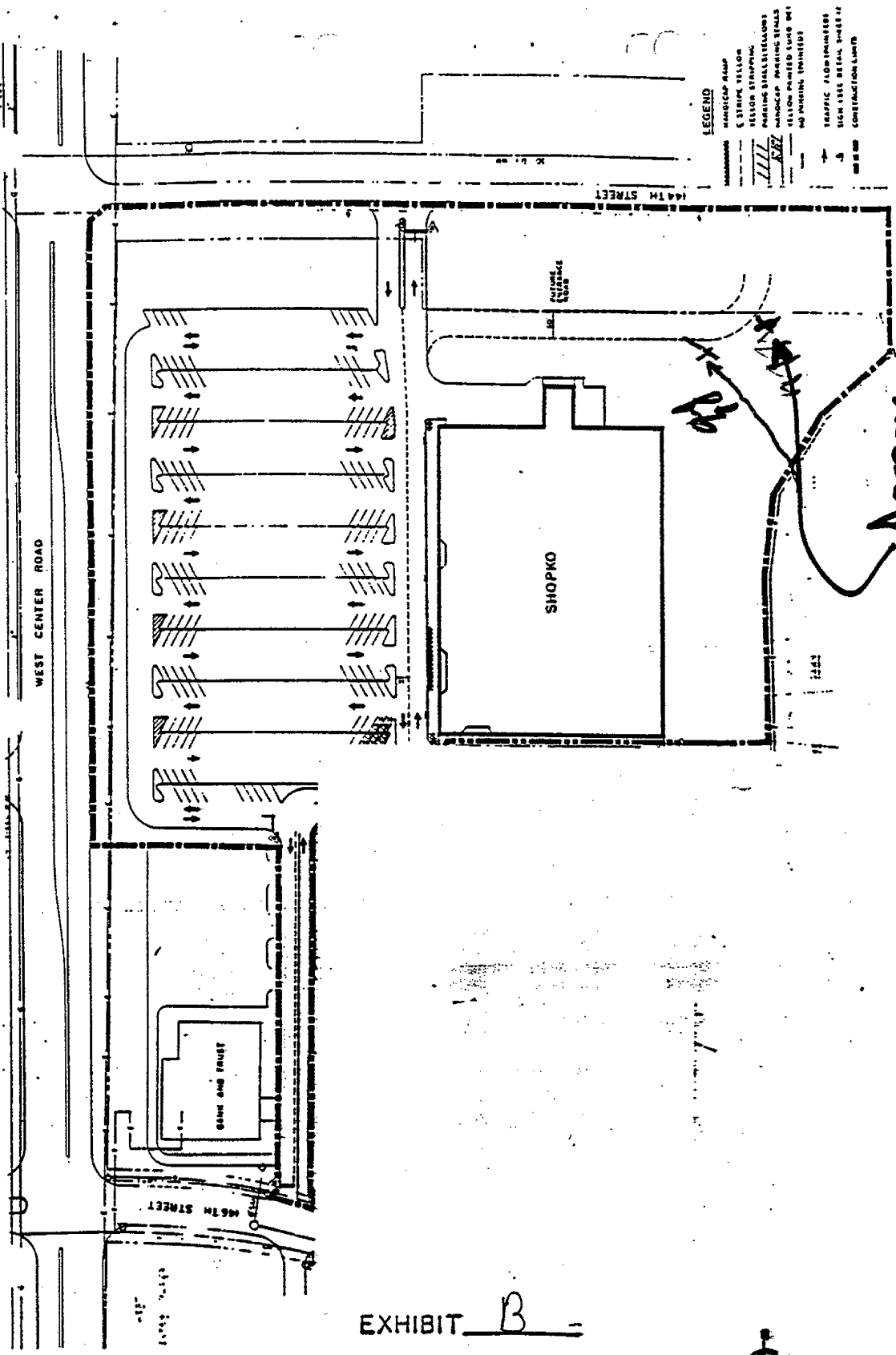


EXHIBIT B

056 Omaha - (144 & W. Center), Ne



01/28/1998 16:22

9415661582

JAN-21-1996 14:22 FROM

EDWARDS MGT CO
EDWARDS INSTRUMENT CO.



EXHIBIT C