



BK 0898 PG 138



MISC 1989 14895

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

SIGN EASEMENT

For One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, NP 2 Limited Partnership, a Nebraska limited partnership, and its successors and assigns, (hereinafter "Grantor"), the fee simple owner of Lot 2 ("Lot 2") of North Park Replat I, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, hereby grants to all present and future owners of Lot 1 ("Lot 1") of said North Park Replat I, (hereinafter collectively "Grantee"), for so long as each Grantee remains an owner thereof, a perpetual easement, for the purposes and subject to the terms and conditions hereinafter set forth, over and upon a portion of that part of Lot 2 which is west of Lot 1 and which is more particularly identified on the attached Exhibit "A", incorporated by this reference:

1. The easement area shall be used by Grantee only for the purpose of installing, maintaining, repairing and/or replacing a sign, not to exceed two feet in width above ground, four feet in height and ten feet in length. Grantee may reasonably install conduit and electrical wire in the easement area from a source located on Lot 1 to provide underground electrical power transmission to the sign for the purpose of illuminating the sign.

2. Such sign shall be solely for the purposes of advertising any lawful business being conducted on said Lot 1, and providing direction to such Lot 1. Prior to the installation or replacement of such sign, the exact location, design, material and manner of illumination of such sign shall be first approved by Grantor, for the purpose of assuring that such sign is properly located and consistent in quality with other signs located in the North Park Replat I, which consent will not be unreasonably withheld. After installation, the location of the easement shall be permanently fixed and defined as an area centered on the sign and not exceeding 350 square feet plus a ten-foot wide power transmission easement running between the sign and Lot 1. Grantee will maintain said sign in good order and repair.

3. Neither Grantor, nor any successor or assign of Grantor will install or maintain any sign on any portion of said Lot 2, North Park Replat I, which will result in the inability of Grantee to obtain the appropriate governmental permits to install, maintain, repair or replace grantee's sign, or which will result in the Grantee being unable to use the easement area for the purpose set forth herein. No signs, other than the sign permitted hereunder, shall be installed or maintained in the easement area, except any sign required by law.

14897
 IK 898 N C/O FEE 26⁰⁰
 G 138.142N DEL VK MC -1-
 MLC 1/3 COMP F/B MC-27547

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 1989 SEP -8 AM 11:15
 GEORGE A. ENGLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

4. Grantee accepts and assumes all liabilities, costs and risks arising from installation, removal, maintenance, replacement and existence of such sign, and agrees to indemnify and forever hold Grantor harmless therefor.

5. This sign easement, including all benefits and burdens, shall run with the land and shall be binding on the successors and assigns of the undersigned.

6. In the event such sign constructed and located upon the easement area of Lot 2 is not kept in good condition and repair, the owner of Lot 2 shall have authority but no duty to place such sign in good condition or repair and the owner of Lot 1 shall be liable for cost thereof, or, alternatively, all Grantee's rights hereunder shall terminate immediately unless needed repairs are completed within 45 days of written notice to Grantee of needed repair, which notice may be provided by the owner of Lot 2.

DATED this 7th day of September, 1989.

NP 2 LIMITED PARTNERSHIP, a Nebraska limited partnership

By: KV North Park Limited Partnership,
a Nebraska limited partnership, a
general partner

By:

George W. Antucky
a general partner

And by:

Frank R. Kreyer
a general partner

And by KV International, Inc.,
a Nebraska corporation, a
general partner

By:

George W. Antucky
President

And By: WSCR, INC., a Minnesota
corporation, a general partner

By:

Its:

David J. Pliska
Vice President

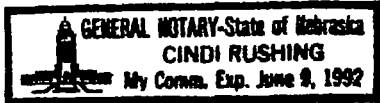
P. SCOTT DYE, TRUSTEE

By: P. Scott Dye, Trustee
P. Scott Dye, Trustee

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

6th The foregoing instrument was acknowledged before me this day of September, 1989, by George Ventercher, a general partner of KV North Park Limited Partnership, a Nebraska limited partnership, on behalf of the partnership, as General Partner of NP 2 Limited Partnership, a Nebraska limited partnership, on behalf of said partnership.

(SEAL)

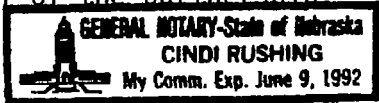


Cindi Rushing
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

6th The foregoing instrument was acknowledged before me this day of September, 1989 by Frank Kuyser, a general partner of KV North Park Limited Partnership, a Nebraska limited partnership, on behalf of the partnership, as General Partner of NP 2 Limited Partnership, a Nebraska limited partnership, on behalf of the partnership.

(SEAL)

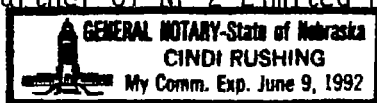


Cindi Rushing
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

6th The foregoing instrument was acknowledged before me this day of September, 1989, by George Ventercher, President of KV International, Inc., a Nebraska corporation, on behalf of the corporation, as General Partner of KV North Park Limited Partnership, a Nebraska limited partnership, on behalf of the partnership, as General Partner of NP 2 Limited Partnership, a Nebraska Limited Partnership, on behalf of the Partnership.

(SEAL)

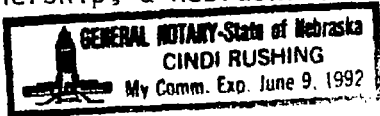


Cindi Rushing
Notary Public

STATE OF Nebraska)
) SS.
 COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 31st day of August, 1989, by Daniel A. Morhee, Vice President of WSCR, Inc., a Minnesota corporation, on behalf of the corporation, as General Partner of NP 2 Limited Partnership, a Nebraska limited partnership, on behalf of the partnership.

(SEAL)



Cindi Rushing
 Notary Public

STATE OF NEBRASKA)
) SS.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7th day of September, 1989, by P. Scott Dye, Trustee.

(SEAL)



Rick L. Schmidt
 Notary Public

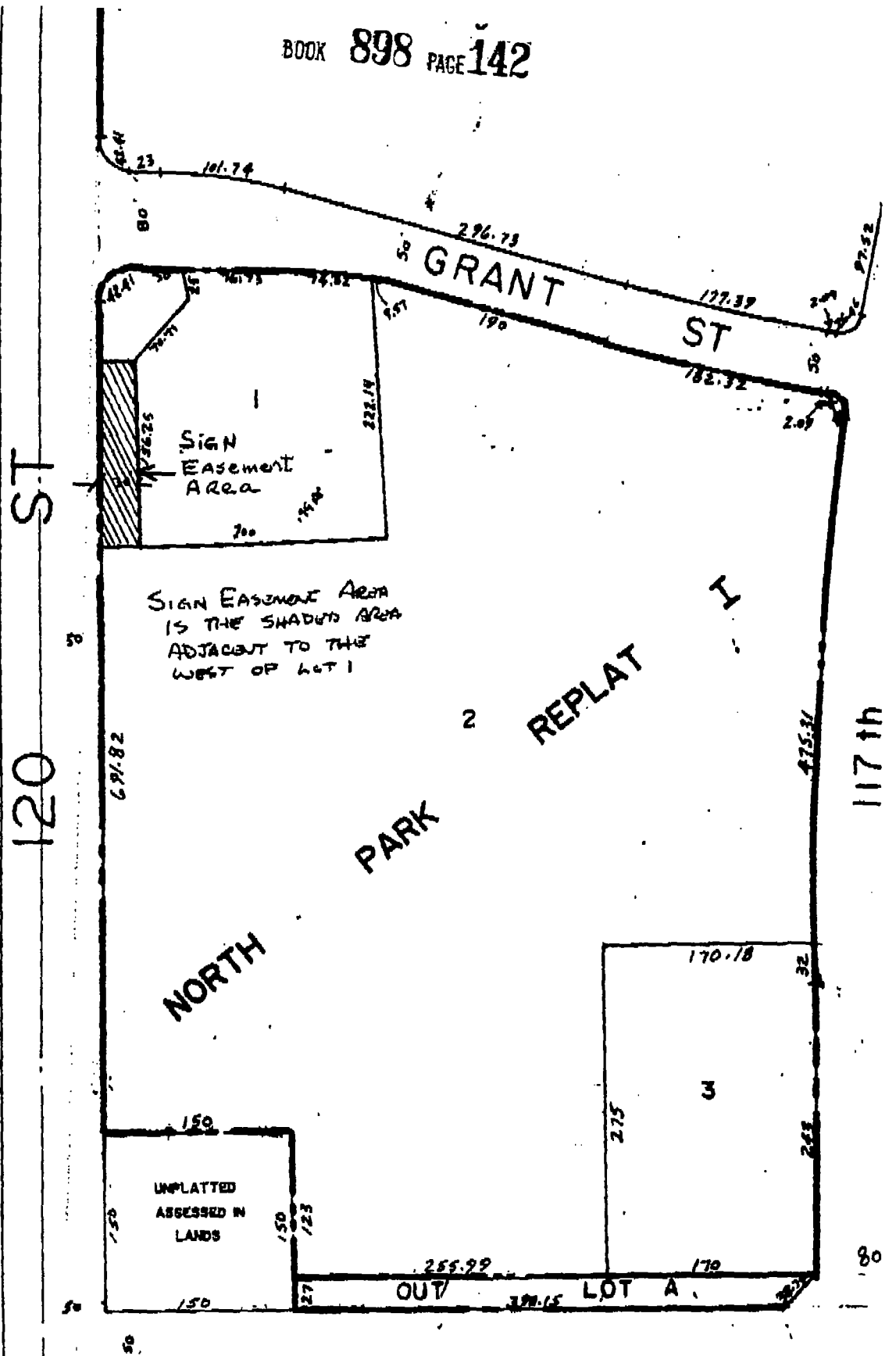


EXHIBIT "A"