



BK 0976 PG 012-016



MISC 1991 17041

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INDEXING
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THIS LICENSE AND POWER SUPPLY AGREEMENT made this 22 day of Aug, 1991 by and between INDUSTRIAL 72 LIMITED PARTNERSHIP, a Nebraska limited partnership, (hereinafter called "Licensor") and KEITH B. EDQUIST, JR., Omaha, Nebraska (hereinafter called "Licensee").

RE C I T A L S

Licensor is the owner of Lot 1, Amanda's First Addition to the City of Omaha, Douglas County, Nebraska. Licensee has conveyed to Licensor a portion of Lot 2, Amanda's First Addition to the City of Omaha, Douglas County, Nebraska together with a parcel of land located in the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 36, Township 15 North, Range 12, Douglas County, Nebraska, all of which is more particularly described on Exhibit "A" attached herinto and incorporated herein by reference, (hereinafter referred to as "the 72 Property").

Licensee owns Property located within the above referred to quarter-quarter section and more particularly described on Exhibit "B" attached hereto (hereinafter the "Adjacent Premises") and that building on Adjacent Premises has a canopy overhang which projects over a part of the 72 Property, and that M.U.D. gas meter projects into a part of the 72 Property, and that the can of a pole sign extends above a part of the 72 Property, and that Licensee requires the right to enter the 72 Property for painting and maintenance of the west side of the existing building located on the Adjacent Premises. The existing encroachments are shown on Exhibit "C" attached hereto.

Licensee previously entered into an outdoor advertising sign agreement No. 7001 with KJS Partnership d/b/a Imperial Outdoor Advertising, for installation of outdoor sign on 72 Property and has granted an easement to Omaha Public Power District through Adjacent Premises to allow electrical service for the outdoor sign, and Licensee shall be responsible to maintain and keep the electrical service power supply for fifteen (15) years through Adjacent Premises.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. Licensor does hereby grant to Licensee a license to enter upon and use at reasonable times the 72 Property, which license is to continue for the period during which the present building on Adjacent Premises exists in its present condition; said license is for the purpose of allowing building canopy overhang as shown on Exhibit "B" and for the purpose of allowing the can of a pole sign shown on Exhibit "B" to remain in its present location and for the purpose of painting and maintaining the west side of Licensee's present building and for the purpose of allowing M.U.D. gas meter as shown on Exhibit "B" to remain in its present location. Licensee acknowledges that said License Agreement and all rights incident thereto are by permission only of Licensor, and Licensee does hereby recite and acknowledge that he obtains no right, title or interest in and to Licensor's premises and has no claim for ownership of same.

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BK 976 N 36-15-12 C/O _____ FEE 26⁵⁰
PG 12-16 N 36-15-12 DEL ✓ MC Wc
OF MISS COMP _____ F/B 47-00304
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AUG 26 9 05 AM '91
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2. This License Agreement may be used for the purpose of allowing said canopy overhang to exist, for the purpose of painting and maintaining the west side of Licensee's present building and for the purpose of maintaining said pole sign and for the purpose of allowing M.U.D. meter to remain. At such time as Licensee's building is substantially changed from its present condition or is removed, this license shall terminate and be of no further effect.

3. That Licensee's use of 72 Property shall be ordinary, reasonable and prudent and Licensee shall enter the 72 Property only at reasonable times after reasonable notice to Licensor.

4. For a period of fifteen years from October 1, 1991, License shall, at his expense, maintain and be responsible for keeping electrical service power supply lines from "F" Street to outdoor sign on the 72 Property, which power supply lines shall be located on the Adjacent Property.

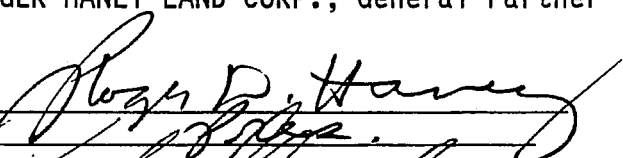
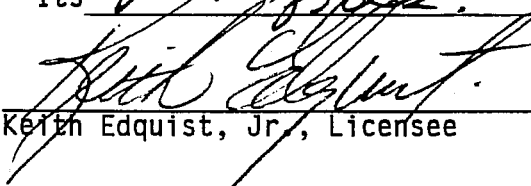
5. This Agreement shall be a covenant running with the land and shall be binding upon Licensor, its successors and assigns, and upon Licensee, his personal representatives, heirs, successors and assigns, but neither Licensee nor his personal representatives, heirs, successors, assigns or anyone claiming under them shall have any greater right than hereinabove granted.

INDUSTRIAL 72 LIMITED PARTNERSHIP, A
Nebraska Limited Partnership, Licensor

By ROGER HANEY LAND CORP., General Partner

By

Its



Keith Edquist, Jr., Licensee

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

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On this 22 day of August, 1991, before me, a Notary Public in and for said County, personally appeared Keith Edquist, Jr., Licensee, known to me to be the identical person whose name is affixed to the above and foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and Notarial seal the day and year last above written.



GENERAL NOTARY-State of Nebraska
MERTHLENE M. ANDERSEN
My Comm. Exp. May 17, 1994

Merthlene M. Andersen
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 22 day of August, 1991, before me, a Notary Public in and for said County, personally appeared Roger D. Haney, President of Roger Haney Land Corp., General Partner of Industrial 72 Limited Partnership, Licensor, known to me to be the identical person whose name is affixed to the above and foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of such corporation.

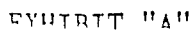
Witness my hand and Notarial seal the day and year last above written.

Merthlene M. Andersen
Notary Public

026491 f3.1



GENERAL NOTARY-State of Nebraska
MERTHLENE M. ANDERSEN
My Comm. Exp. May 17, 1994



TOPOGRAPHIC SURVEY OF:

4345AC
DECEMBER 14, 1990

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THAT PART OF LOT 2, AMANDA'S FIRST ADDITION AND THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 2, AMANDA'S FIRST ADDITION; THENCE SOUTH $89^{\circ}51'00''$ EAST ALONG THE NORTH LINE OF LOT 2, AMANDA'S FIRST ADDITION, A DISTANCE OF 152.70 FEET; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF LOT 2, AMANDA'S FIRST ADDITION, A DISTANCE OF 535.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF EXISTING "F" STREET; THENCE NORTH $89^{\circ}51'00''$ WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID EXISTING "F" STREET A DISTANCE OF 18.05 FEET TO THE SOUTH-EAST CORNER OF LOT 1, AMANDA'S FIRST ADDITION, A DISTANCE OF 321.88 FEET TO A POINT OF CURVATURE; THENCE NORTH AND WEST ALONG A 278.76 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE ALSO BEING THE LINE COMMON TO LOTS 1 AND 2, AMANDA'S FIRST ADDITION (SAID CURVE HAVING A CHORD BEARING OF NORTH $32^{\circ}14'33''$ WEST AND A CHORD DISTANCE OF 252.39 FEET) AN ARC DISTANCE OF 261.95 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS: 18,856 SQUARE FEET OR 0.4 ACRES MORE OR LESS.

NOTE: FOR THIS LEGAL DESCRIPTION, THE NORTH LINE OF LOT 2, AMANDA'S FIRST ADDITION IS ASSUMED TO BEAR SOUTH $89^{\circ}51'00''$ EAST AS SHOWN ON THE ORIGINAL PLAT THEREOF.

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GEORGE J. EUGLEWICZ
REGISTERED OF DEEDS
DOUGLAS COUNTY, NE

4395 misc &
OR 955 N 36-15-12 ft C/O 1050
EQ 237-733 N 90-91 DEL IN MO WC
OR 1156 COMP TV F/B 47-00530
01-60000

CARRELL & ASSOCIATES, INC.
LAND SURVEYORS & CONSULTANTS
11128 "O" STREET
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