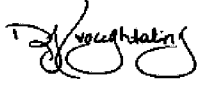



COUNTER LM
VERIFY LM
FEES \$ 34.00
CHG SFILE
SUBMITTED THOMPSON, DREESSEN, & DORNER,

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2019-02862
2019 Feb 13 02:21:49 PM

County Clerk/Register of Deeds
Deb Houghtaling


SECOND AMENDMENT TO SIGN EASEMENT AGREEMENT

This SECOND AMENDMENT TO SIGN EASEMENT AGREEMENT (this “Second Amendment”) is made and executed effective as of the 13 day of February, 2019, by and between Kage Investments, LLC, a Nebraska limited liability company (“Grantor”), Viking Partners Wolf Creek, LLC, an Ohio limited liability company, and CM Capital Fairfield, LLC, an Ohio limited liability company (together as tenants-in-common, collectively referred to as “Grantee”).

Preliminary Statement

Grantor is the owner of the improved real property in the Wolf Creek commercial development legally described as follows (the “Grantor Property”):

Lot 1, Wolf Creek Replat 1, an Addition to the City of Bellevue, Sarpy County, Nebraska.

Grantee is the owner of the improved real property in the Wolf Creek commercial development legally described as follows (the “Grantee Property”):

Lot 6, Wolf Creek Replat 1, an Addition to the City of Bellevue, Sarpy County, Nebraska.

The Grantor Property and the Grantee Property are subject to an existing Sign Easement Agreement (“Sign Easement”) dated July 27, 2017, recorded on July 31, 2017 as instrument number 2017-18182 in the Sarpy County, Nebraska, Register of Deeds and as amended by Amendment to Sign Easement Agreement (“First Amendment to Sign Easement Agreement”), dated April 6, 2018, recorded on February 13, 2019 as instrument 2019-02862 in the Sarpy County, Nebraska, Register of Deeds.

The Grantor and Grantee desire to correct the legal description of the Easement Area contained in Exhibit “A” of the Sign Easement by substituting the legal description of the Easement Area in Exhibit “A” attached to and incorporated in this Second Amendment in lieu thereof.

Terms and Conditions

In consideration of the foregoing Preliminary Statement, which by this reference is repeated and incorporated in this portion of this Agreement in its entirety, and other valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Definitions. Any capitalized term not defined herein shall have the meaning attributed to it in the Sign Easement and the First Amendment.

2. Legal Description. The legal description of the Easement Area in Exhibit “A”, attached to the Sign Easement is hereby deleted, and, the legal description contained in the Exhibit “A” attached and incorporated in this Second Amendment, is substituted in lieu thereof.
3. Ratification. Except as amended by this Second Amendment, the Sign Easement and First Amendment are hereby ratified and shall remain in full force and effect.
4. Miscellaneous. This Agreement contains the entire agreement between the parties and there are no other terms, express or implied, except as contained herein. The invalidity of any provision of this Agreement shall not affect the remaining provisions. This Agreement shall be interpreted according to Nebraska law. This Agreement may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument.

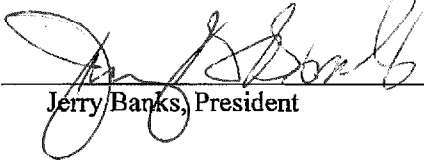
**[Space Below Intentionally Left Blank –
Grantor Signature Page to Follow]**

IN WITNESS WHEREOF, the Grantor has executed this Second Amendment as of the date first written above.

GRANTOR:

Kage Investments, LLC, a Nebraska limited liability company


By: JSB-15th St. Plaza, LLC, Managing Member

By: 
Jerry Banks, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 11th day of February, 2019, by Jerry Banks, President of JSB-15th St. Plaza, LLC, a Nebraska limited liability company, Managing Member of Kage Investments, LLC, a Nebraska limited liability company, on behalf of such limited liability company.

State of Nebraska – General Notary
DEE L. MUESSEL
My Commission Expires
July 30, 2021


Notary Public

[Space Below Intentionally Left Blank –
Grantor Signature Page to Follow]

IN WITNESS WHEREOF, the Grantee has executed this Second Amendment as of the date first written above.

GRANTEE:

Viking Partners Wolf Creek, LLC, an Ohio limited liability company

By: Viking Partners Management, Inc., Manager

By: Bret A. Caller
Bret A. Caller, CEO

CM Capital Fairfield, LLC, an Ohio limited liability company

By: Viking Partners Management, Inc., Manager

By: Bret A. Caller
Bret A. Caller, CEO

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 8 day of February, 2019, by Bret A. Caller, as CEO of Viking Partners Management, Inc., an Ohio corporation, as Manager of Viking Partners Wolf Creek, LLC, an Ohio limited liability company, on behalf of such limited liability company.



STEPHEN J. HORNER
Notary Public, State of Ohio
My Commission Expires 08-24-2019

Stephen J. Horner
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 8 day of February, 2019, by Bret A. Caller, as CEO of Viking Partners Management, Inc., an Ohio corporation, as Manager of CM Capital Fairfield, LLC, an Ohio limited liability company, on behalf of such limited liability company.

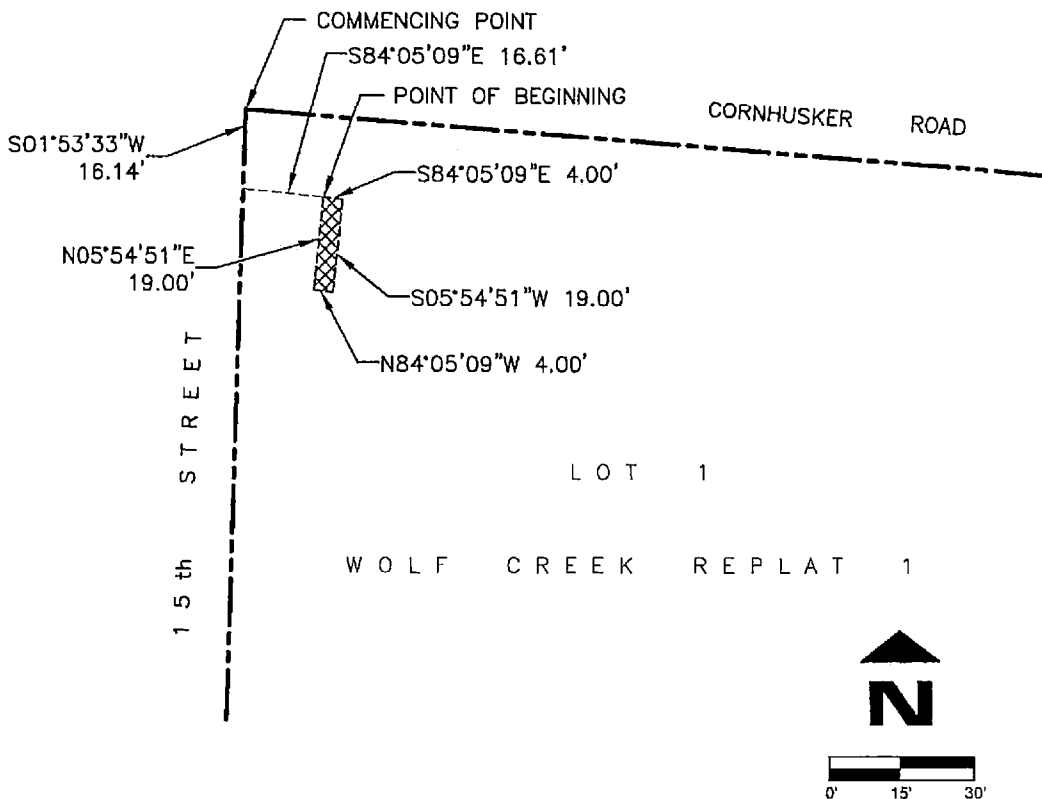


STEPHEN J. HORNER
Notary Public, State of Ohio
My Commission Expires 08-24-2019

Stephen J. Horner
Notary Public

Exhibit "A"

1/22/2019 2:42 PM RC9 RCH\FMG H.\1808\1808 New Properties LLC\1808-17\002 Wolf Creek Plaza 10503 & 10515 to 10525 S 15th St Wolf Creek Replat 1 Lot 8\Drawings\1808-17-2EX1.dwg



LEGAL DESCRIPTION

THAT PART OF LOT 1, WOLF CREEK REPLAT 1, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID LOT 1;

THENCE S01°53'33"W (ASSUMED BEARING) 16.14 FEET ON THE WEST LINE OF SAID LOT 1;


THENCE S84°05'09"E 16.61 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING S84°05'09"E 4.00 FEET;

THENCE S05°54'51"W 19.00 FEET;

THENCE N84°05'09"W 4.00 FEET;

THENCE N05°54'51"E 19.00 FEET TO THE POINT OF BEGINNING.

	Job Number: 1808-17-2(EX1)	Date: JANUARY 22, 2019	EXHIBIT "A"
	thompson, dreessen & dornier, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com	Drawn By: RJR Reviewed By: JDW Revision Date:	
			Book Page