

591,140

4933, 4934, 4935, 4936

**EASEMENT**  
**(Exhibit 6.4 (d))**

GF 001 - 004

The Lander Limited Partnership, a limited partnership, 575 S. Washington St., Grand Forks, North Dakota ("Grantor") does hereby grant unto Newman Signs, Inc., Jamestown, North Dakota, ("Grantee"), the right to erect, construct, reconstruct, replace, remove, maintain and use advertising sign structures and advertisements for single and double-faced signs illuminated or unilluminated together with all sign location rights upon the premises described as follows:

Located in the city and county of Grand Forks, State of North Dakota:  
Legal description attached

The consideration for the first year of this Easement shall be \$ 4800<sup>00</sup> payable on the 1<sup>st</sup> day of January, 2002. Each year thereafter during the term of this lease, the payment shall cumulatively increase by 3% each year and shall be payable on the 1<sup>st</sup> day of January each year annually in advance.

Grantor, for the consideration aforesaid, further grants to Grantee the right of ingress to and egress from said advertising sign structure at or across the above-described premises by means of roads or paved surfaces thereon, if there is such, otherwise by such route or routes as shall occasion the least damage and inconvenience to Grantor. Said ingress and egress shall be for the purpose of repair, replacement, and maintenance of said sign structure and for the purpose of periodically changing advertisements located thereon.

In addition, this Easement includes the right to erect, replace, remove, maintain and use such wires and cables across the

above-described premises, either above-ground or below-ground, for the purpose of supplying electrical power to said illuminated sign structure. The expense for installation of, and use of, the electrical power for said sign structure shall be borne by Grantee.

Grantor covenants and agrees that from the date hereof until the termination of this Agreement, no sign shall be placed on the premises of the Grantor herein described or within 600 feet of any side of any sign located on the premises described herein on any other property Grantor may have an interest in, and Grantor will not obstruct the view of Grantee's sign or permit Grantee's sign to be obstructed in any way or in any manner whatsoever by an obstruction on any other property in which the Grantor has an interest.

Grantee is granted the full interest of the Grantor in the sign location rights on the above-described premises, and Grantor covenants that Grantor has full authority to grant this easement.

Grantee shall also have the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the above-described premise which now or hereafter in the opinion of Grantee may create a hazard to the advertising sign structure or would block the view of any advertising located thereon.

Grantee shall repair any damage it shall do to Grantor's roads or pavement on the land, or any other damage to Grantor's land, and shall indemnify Grantor against any loss and damage which Grantee shall cause.

This Easement shall be for a period of fifty years from and after the date herein and shall be binding on and shall inure to the benefit of Grantor and Grantee, their assigns, executors, personal representatives, and shall run with the land.

If any time there be a substantial diversion of traffic adjacent to the premises or change in the direction of traffic, or if Grantee is unable to obtain any necessary permit for the erection or maintenance of such signs as Grantee may desire to construct or maintain, or if Grantee is prevented by any present or future law or ordinance from constructing or maintaining such signs on the premises as Grantee may desire to construct or maintain, or if Grantee desires for any reason at the option of the Grantee, this Easement may be terminated by Grantee on thirty days' notice to Grantor, and any future payments will be terminated and Grantor shall refund, pro rata, any payment paid in advance.

Grantee may sell, assign and set over, all of Grantee's right, title and interest in this Easement to any person or corporation as assignee, and upon the express and written assumption by such assignee of all obligations of Grantee herein, Grantor acknowledges that the Grantee shall be fully discharged from any and all obligations under this Easement.

IN WITNESS WHEREOF, The Lander Limited Partnership, by its duly authorized representatives has executed this instrument in Grand Forks, North Dakota this 26<sup>th</sup> day of January, 2002.

THE LANDER LIMITED PARTNERSHIP

BY: 

Robert G. Lander

ITS: General Partner

591140

NEWMAN SIGNS, INC.

BY: Harold Newman

ITS: Pres.

STATE OF NORTH DAKOTA

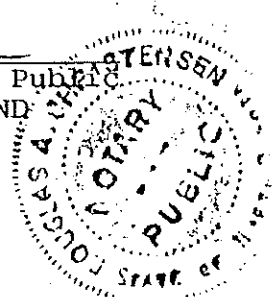
COUNTY OF GRAND FORKS ss

On this 26 day of January, 2002, before me personally appeared Robert G. Lander, known to me to be a General Partner of **The Lander Limited Partnership** and who executed the within and foregoing instrument and acknowledged to me that he executed the same on behalf of said partnership.

Douglas A. Christensen  
Notary Public

County of Grand Forks, ND  
My commission expires:

DOUGLAS A. CHRISTENSEN  
NOTARY PUBLIC  
STATE OF NORTH DAKOTA  
My Commission Expires: Jan 29, 2008



STATE OF NORTH DAKOTA

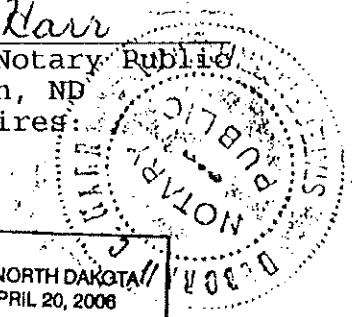
COUNTY OF STUTSMAN ss

On this 29 day of January, 2002, before me personally appeared Harold Newman, known to me to be the President of **Newman Signs, Inc.** and who executed the within and foregoing instrument and acknowledged to me that he executed the same on behalf of said corporation.

Deborah C. Harr  
Notary Public

County of Stutsman, ND  
My commission expires:

DEBORAH C. HARR  
Notary Public, STATE OF NORTH DAKOTA  
My Commission Expires APRIL 20, 2008

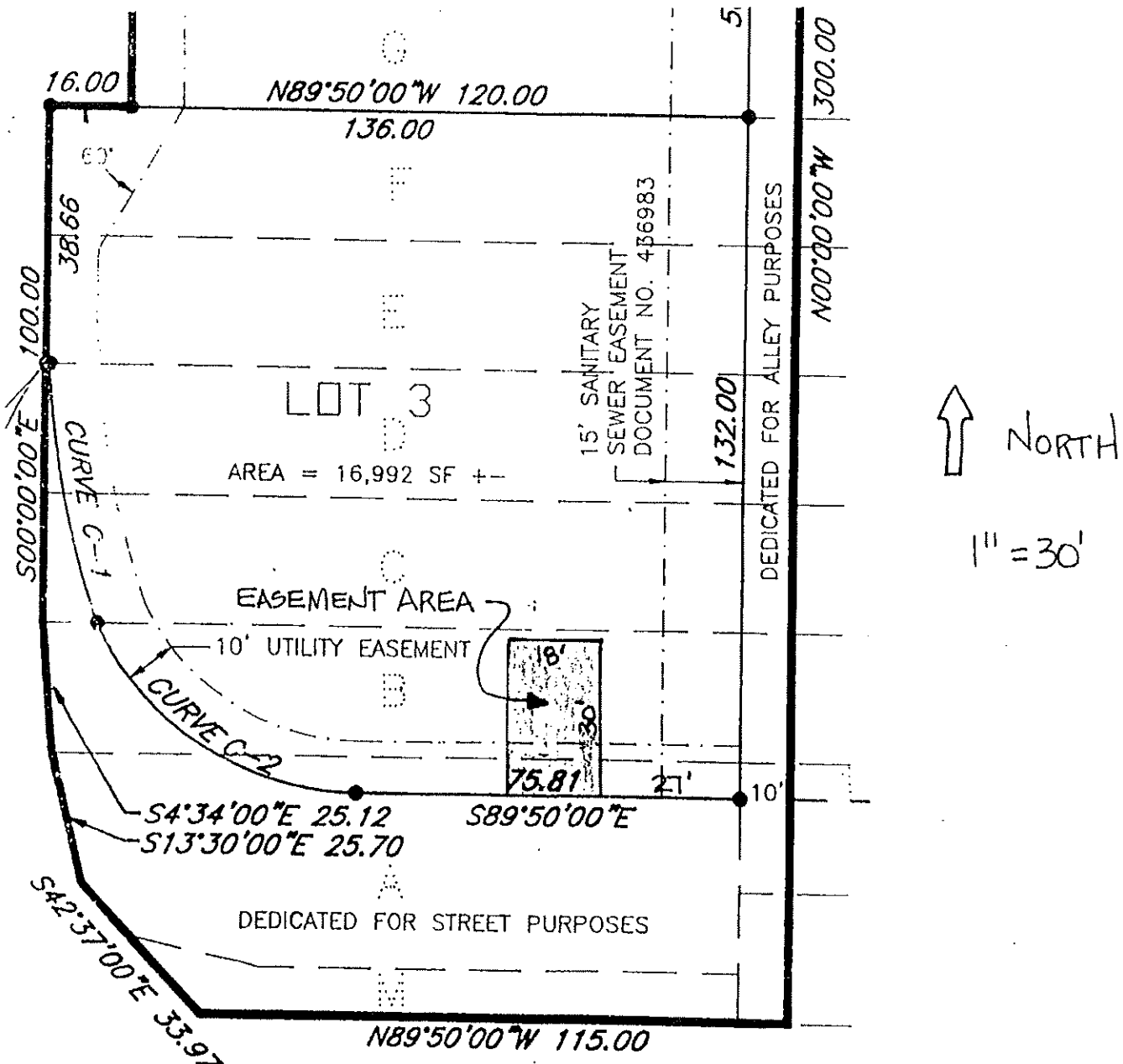


591140

GF 001/002

All that part of Lot 3, Block 1, Shaw Resubdivision to the city of Grand Forks, North Dakota, described as follows;

Commencing at the southeast corner of said Lot 3, thence north 89°50'00" west, along the south line of said Lot 3, a distance of 27 feet, thence north 0° east, a distance of 30 feet, thence north 90° west, a distance of 18 feet, thence south 0° west, a distance of 30 feet, to a point on the south line of said Lot 3, thence south 89°50'00" east, a distance of 18 feet to the point of beginning. Easement area being 18' x 30' or 540 square feet.

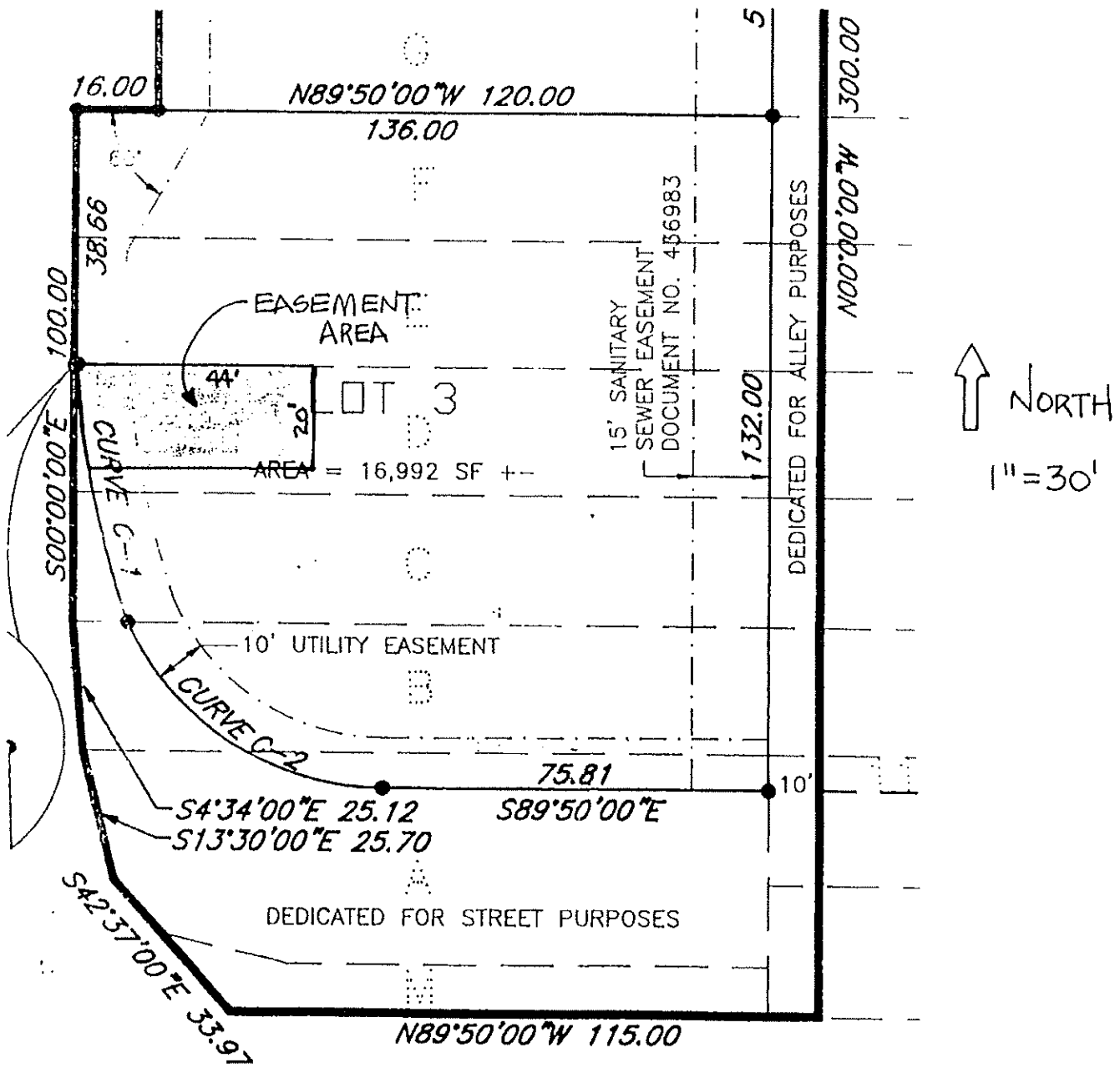


591140

GF 003/004

All that part of Lot 3, Block 1, Shaw Resubdivision to the city of Grand Forks, North Dakota described as follows;

Commencing at the northwest corner of said Lot 3, thence south 0° east, along the west line of said Lot 3, a distance of 38.66 feet, thence south 89°50'00" east a distance of 0.31 feet, to the point of beginning; thence north 90° east, a distance of 44 feet, thence south 0° west, a distance of 20 feet, thence north 90° west, to a point on the west line of said Lot 3, thence northerly along a curve, being the west line of said Lot 3, to the point of beginning. Easement area containing 880 square feet more or less.



591140

7-226

STATE OF NORTH DAKOTA  
GRAND FORKS COUNTY  
RECORDER

I hereby certify that the within  
instrument was filed in this  
office for record on

JAN 3 1 2002

at 9 : 0 0 AM

AS DOCUMENT NO 591140

*William D. Quake*  
Grand Forks County Recorder

Deputy

2002

Newman Signs