
AMENDMENT TO SIGN EASEMENT

THIS INDENTURE, made this ____ day of _____, 2025, by and between **NEWMAN SIGNS, INC.**, a North Dakota corporation, whose mailing address is P.O. Box 1728, Jamestown, ND 58402-1728, hereinafter referred to as the “Newman,” and the **CITY OF GRAND FORKS, NORTH DAKOTA**, a municipal corporation, whose mailing address is 255 North 4th Street, P.O. Box 5200, Grand Forks, ND 58203, hereinafter referred to as the “City.”

RECITALS

1. The City has become the owner of the following described parcel of land (the “Larger Parcel”):

Lots 2 and 3 of Block 1 of Shaw Resubdivision to the City of Grand Forks, North Dakota, being a Replat of all of Lots 12 thru 15, and the West 10 feet of Lots 8 thru 11, Block 33 & all of Lots A thru M, (excluding Lot I) and the West 10 feet of Lots 1 thru 12, Block 34, Holes Central Addition & vacated 5th Avenue South right of way adjacent thereto, according to the plat thereof on file in the Office of the County Recorder within and for Grand Forks County, N.D., and recorded as Document No. 575632.

2. Newman was granted an easement, dated January 26, 2002 and recorded in the office of the Grand Forks County Recorder on January 31, 2002 as Document No. 591136, (the "Sign Easement") to erect, construct, reconstruct, replace, remove, maintain and use advertising signs and structures and advertisements for single and double-faced signs illuminated or unilluminated together with all sign location rights upon the following described parcel of real property (the "Easement Area"):

All that part of Lot 2, Block 1, Shaw Resubdivision to the city of Grand Forks, described as follows:

Commencing at the southwest corner of said Lot 2, thence north 0° east along the west line of said Lot 2, a distance of 40 feet. To the point of beginning; thence continuing along said west line of said Lot 2, a distance of 25 feet, thence north 90° east, a distance of 34 feet, thence south 0° west, a distance of 25 feet, thence south 90° west, a distance of 34 feet, to the point of beginning. Easement area being 25' x 34' or 850 square feet

The Easement Area is also described, depicted and labelled in the Sign Easement.

23. The Easement Area is contained within the Larger Parcel.

34. The Sign Easement contains the following provision (herein the "Sign Limit Provision"):

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.

45. The City and Newman have agreed to amend and clarify Sign Easement as providing herein, including the Sign Limit Provision, and desire to memorialize such amendment and clarification.

6. The City and Newman acknowledge and recognize that given the City's acquisition of the Larger Parcel, it has been assigned the status of Grantor, as described in the Sign Easement, and Newman is the Grantee as described in the Sign Easement, and accordingly any reference herein and the Sign Easement to the term "Grantor" shall also refer to the City, and any reference herein and the Sign Easement to the term "Grantee" shall also refer to Newman.

NOW THEREFORE, FOR A VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, IT IS AGREED:

1. The terms Larger Parcel and Easement Area, as described in this Amendment to Sign Easement, are incorporated into and made a part of the Sign Easement.

2. The Sign Limit Provision is modified and amended to read as follows:

Grantor covenants and agrees that from the date hereof until the termination of this Agreement, no sign shall be placed on the Easement Area or on any other portion of the Larger Parcel, and the Grantor will not obstruct, or permit, the view of Grantee’s sign located on the Easement Area to be obstructed in any way or in any manner whatsoever by an obstruction. The limitations of Grantor’s signs described herein shall not apply to (a) an on-premises sign that is a static monument sign which does not obstruct the view of Grantee’s sign on the Easement Area, (b) an on-premises static signs placed on Grantor’s buildings located on the Larger Parcel, (c) any directional signs, traffic control signs, street maintenance or construction signs ~~which do not obstruct the view of Grantee’s signs in the easement area~~, or (d) any signs located on Grantor’s property other than the Larger Parcel. An “on-premises” means any sign, except a sign used to direct attention to a business, commodity, service, activity or entertainment that is not conducted, sold, or offered upon premises where the sign is located.

23. The City and Newman agree nothing in the Sign Easement or this Amendment to Sign Easement is to intended to and does not, in any manner, waive, alter or limit any City ordinance, policy, procedure and/or the City’s authority relating to the regulation of signs within the City.

34. From and after the date hereof, Newman agrees that all amounts due and payable by Newman under the Sign Easement shall be paid to the City, and Newman consents to the assignment and transfer of rights, titles and interests in favor of the grantor under the Sign Easement.

45. The legal descriptions contained herein were obtained from previously recorded instruments.

IN WITNESS WHEREOF, this instrument has been executed by the City and Newman on the day and year first above written.

NEWMAN SIGNS, INC.
a North Dakota corporation

CITY OF GRAND FORKS,
NORTH DAKOTA,
a North Dakota municipal corporation

By: _____
Its: _____
Dated: _____

By: Brandon Bochenski
Its: Mayor
Dated: _____

