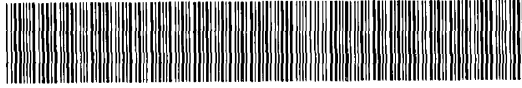




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DEC 19 2012 13:10 P 13

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Misc 13 ME

66-04-19225
FEE FB 04-00461

BKP EXAM

IND SCAN PRF

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
12/19/2012 13:10:52.69

2012129508

THIS PAGE INCLUDED FOR INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO: See the Attached

ATTN: M. Cater

CHECK NUMBERS

1613523162

4 1613523826

PREPARED BY:
 LANDMARK DIVIDEND LLC
 1700 E. WALNUT AVE., SUITE 400
 EL SEGUNDO, CA 90245
 ATTN: LEGAL DEPT.

RETURN TO:
 M. CATER
 FIDELITY NATIONAL TITLE
 7130 GLEN FOREST DRIVE #300
 RICHMOND, VA 23226
 15097545

EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

This Easement and Assignment of Lease Agreement dated October 1, 2012 (this "**Agreement**") is by and between MICHAEL L. HENERY, an unmarried individual ("**Grantor**") and **LD HOLDINGS LLC**, a Delaware limited liability company ("**Grantee**") with principal offices at 1700 E. Walnut Ave., Suite 400, El Segundo, CA 90245; and

WHEREAS Grantor owns certain real property located at: 10606 State St, in the City of Douglas County, in the County of Douglas, State of NE ("**Property**"); and more particularly described in Exhibit "A" attached hereto; and

WHEREAS Grantor intends to grant to Grantee an exclusive easement in, to, under and over a certain portion of the Property described in Exhibit "B" attached hereto (the "**Easement Area**") for outdoor advertising purposes; and

WHEREAS Grantor intends to sell, assign, set over, convey and transfer the existing ground lease or license ("**Billboard Lease**") more particularly described in Exhibit C to Grantee; and

WHEREAS Grantor intends to allow Grantee to use the Easement in order that Grantee may lease space to outdoor advertising tenants; and

NOW THEREFORE, In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF EASEMENT.** Grantor hereby grants to Grantee a non-exclusive easement over the Easement Area for the purpose of leasing space on the Property to outdoor advertising tenants and uses associated with the exercise of rights of the tenant under such lease (the "**Easement**").
2. **TERM.** Commencing on October 1, 2012, the term of this Agreement shall be perpetual.
3. **TERMINATION.** Grantor may not terminate this Agreement, provided, however, that in the event that Grantee voluntarily ceases to use the Easement for a continuous period of five (5) years, the Easement shall be deemed abandoned and this Agreement shall automatically terminate. Provided, however, any termination shall not affect Grantor's right to retain any consideration previously paid by Grantee.

BB121058 / Henery / jmp

- 1 -

RECEIVED OCT 11 2012

4. **ASSIGNMENT OF LEASE.** As part of the consideration provided for this Agreement, Grantor hereby assigns and conveys all of its right, title and interest in and to the Billboard Lease, more particularly described in Exhibit C. Grantee shall retain and continue to faithfully perform and discharge any and all of Grantor's obligations as lessor under the under the Billboard Lease, except for those obligations that are specific to the owner of the Property and/or may only be performed as the owner the Property..

5. **NON-EXCLUSIVE ACCESS EASEMENT.** As part of the consideration for this Agreement, Grantor hereby grants to Grantee an easement in, to, under and across the Property adequate to allow ingress and egress to the Easement Area.

6. **REPRESENTATIONS AND COVENANTS OF GRANTOR.** Grantor represents and warrants to Grantee, as of the date hereof, that:

- a. This Agreement and any other documents executed by Grantor in connection with it constitute the legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with their terms.
- b. The execution, delivery and performance by Grantor of this Agreement does not and will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or of any agreement to which Grantor is a party including mortgages and deeds of trust, or by which Grantor or the Property is bound and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantor is subject.
- c. There is no pending or threatened action, suit or proceeding that, if determined against Grantor, would adversely affect Grantor's ability to grant this easement or such other documents or to perform its obligations hereunder or thereunder.
- d. Grantor owns one hundred percent (100%) of the fee title to the Property and the lessor's interest in and to the Lease.
- e. Grantor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Lease(s), to any other person.
- f. Grantor shall comply with all applicable laws which may affect the Property.
- g. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to use any portion of the Property, or the Easement in a way which interferes with the operations of tenants under the Leases, or any other of Grantee's future lessees or licensees, or to interfere with the Non-Exclusive Access Easement. Such interference shall be deemed a material breach by Grantor.

7. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. This Agreement shall run with the land upon which the Easement is located, and Grantor shall, in any and all deeds or other documents related to the sale, conveyance, assignment, mortgage, pledge, or other encumbrance or transfer of the Property, expressly provide that the Property is subject to all rights, liabilities and obligations under this Agreement (including without limitation, with respect to the Easement and the Non-Exclusive Easement). Grantor hereby expressly acknowledges and agrees that Grantee may from time to time sell, convey, assign, mortgage, pledge, encumber, hypothecate, securitize or otherwise

transfer some or all of Grantee's right, title and interest in and to this Agreement, the Easement, the Non-Exclusive Easement and/or the Easement Area without notice to or consent of Grantor.

8. ENVIRONMENTAL REPRESENTATIONS.

- a. **Grantor Environmental Representation.** Grantor represents that it has no knowledge of any substance, chemical or waste (collectively "**Hazardous Substance**") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Grantor shall not introduce or use (or permit the use of) any Hazardous Substance on the Property in violation of any applicable federal, state or local environmental laws. Grantor shall be responsible for (and shall promptly conduct any investigation and remediation as required by any applicable environmental laws) all spills or other releases of any Hazardous Substance caused solely by Grantor, that have occurred or which may occur on the Property and in violation of any applicable federal, state or local environmental laws.
- b. **Grantee Environmental Representations.** Grantee shall not introduce or use any Hazardous Substance (hereinafter defined) on the Property or the Easement in violation of any applicable federal, state or local environmental laws. Notwithstanding the foregoing, Grantee shall not be responsible for any Hazardous Substances arising or present on or before the Effective Date. Liability of Grantee for any claims with respect to any Hazardous Substances at the Property or the Easement shall be limited to contamination which is shown by clear evidence to have been solely caused by a release of a Hazardous Substance by Grantee after the Effective Date, and in violation of any applicable federal, state or local environmental laws.
- c. **Mutual Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substance on the Property caused by the other party. This indemnification shall also apply to the migration of any Hazardous Substance to other properties, and the release of any Hazardous Substance into the environment that relate to or arise from the indemnitor's activities on the Property. Grantor agrees to defend, indemnify, protect and hold Grantee harmless from claims resulting from actions on the Property caused by Grantor prior to, and during the Term of, this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

9. NOTICES. All notices, requests, demands and other communications hereunder shall be delivered by Certified Mail Return Receipt Requested, and/or a nationally recognized Overnight courier. Notice shall be deemed accepted upon proof of delivery. Notices shall be delivered:

As to Grantor: 555 Riverfront Plz Apt 802
Omaha, NE 68102-4046

With a copy to: Theodore R. Boecker, Esq.
Boecker Law, P.C., L.L.O
11225 Davenport Street, Suite 100
Omaha, NE 68154

As to Grantee: c/o Landmark Dividend LLC
1700 E. Walnut Ave., Suite 400
El Segundo, CA 90245
Attn: Legal Dept.

10. DEFAULT. It shall be an "Event of Default" if either Grantor or Grantee fails to observe or perform any of the terms, conditions or its respective obligations set forth in this Agreement. Upon receiving written notice of such a default or breach of this Agreement, the defaulting party shall have sixty (60) days to cure such default. In the event that the defaulting party fails to cure such default within the cure period, the non-defaulting party shall be entitled to exercise any rights permitted by applicable law.

11. GOVERNING LAW; CERTAIN WAIVERS.

- (a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS IN WHICH THE PROPERTY IS LOCATED, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF.
- (b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING TO ENFORCE OR INTERPRET THIS AGREEMENT.
- (c) EACH PARTY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPERIOR COURT OF LOS ANGELES COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE STATE OF CALIFORNIA, AND EACH PARTY WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE IN SUCH COURT, WHETHER ON THE BASIS OF INCONVENIENT FORUM OR OTHERWISE.

REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTOR:

Name: Michael L. Henery Date: 9/27/2012

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

On Sept 27, 2012, before me, Sharon Tindell, a Notary Public in and for said County and State, personally appeared Michael L. Henery, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nebraska that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

Sharon Tindell
Notary Public
My Commission Expires: 11/23/2012



[SEAL]

GRANTEE:

LD HOLDINGS LLC, a Delaware limited liability company

By: Landmark Dividend LLC, a Delaware limited liability company, its sole member

By: _____
 Name: Daniel E. Rebeor
 Title: Authorized Signatory
 Date: 10-1-2012

STATE OF California)
) ss.
 COUNTY OF Los Angeles)

On October 1, 2012, before me, Jayne M. Phillabaum, a Notary Public in and for said County and State, personally appeared Daniel E. Rebeor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/it executed the same in his/her/its authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

Jayne M. Phillabaum
 Notary Public
 My Commission Expires: 3/9/2016



[SEAL]

EXHIBIT ALEGAL DESCRIPTION OF THE PROPERTY

Parcel 1:

A tract of land situated in the County of Douglas, State of Nebraska and being described as Outlot A, of the Plat of Kami's Crossing, and recorded November 13, 2007 in Instrument No. 2007126781 in the Douglas County Records office.

04-19225-

AND BEING a portion of the same property conveyed to Michael L. Henery from Village Realty Company, a Nebraska General Partnership by Warranty Deed dated August 3, 1999 and recorded September 7, 1999 in Deed Book 2132, Page 130; AND BEING FURTHER CONVEYED a portion of to Michael L. Henery from John L. Craig, Director in the name of the State of Nebraska and for the Department of Roads of said State of Nebraska by State Quitclaim Deed dated January 10, 2007 and recorded February 13, 2007 in Instrument No. 2007016996.

Tax Parcel No. 1428135004

Parcel 2:

A tract of land situated in the County of Douglas, State of Nebraska an being described as Lot 1 of the Plat of Alex Henery Corner, recorded September 13, 2010 in Instrument No. 2010082654 in Douglas County Records office.

DU-00461

AND BEING a portion of the same property conveyed to Michael L. Henery from Village Realty Company, a Nebraska general partnership by Warranty Deed dated August 03, 1999 and recorded September 07, 1999 in Deed Book 2132, Page 130; AND FURTHER CONVEYED a portion of to Michael L. Henery from John L. Craig, Director in the name of the State of Nebraska and for the Department of Roads of said State of Nebraska by State Quitclaim Deed dated January 10, 2007 and recorded February 13, 2007 in Instrument No. 2007016996; AND FURTHER CONVEYED a portion of to Michael L. Henery from Monty W. Fredrickson, P.E., Director-State Engineer in the name of the State of Nebraska by Quitclaim Deed dated June 17, 2010 and recorded June 30, 2010 in Instrument No. 2010057708.

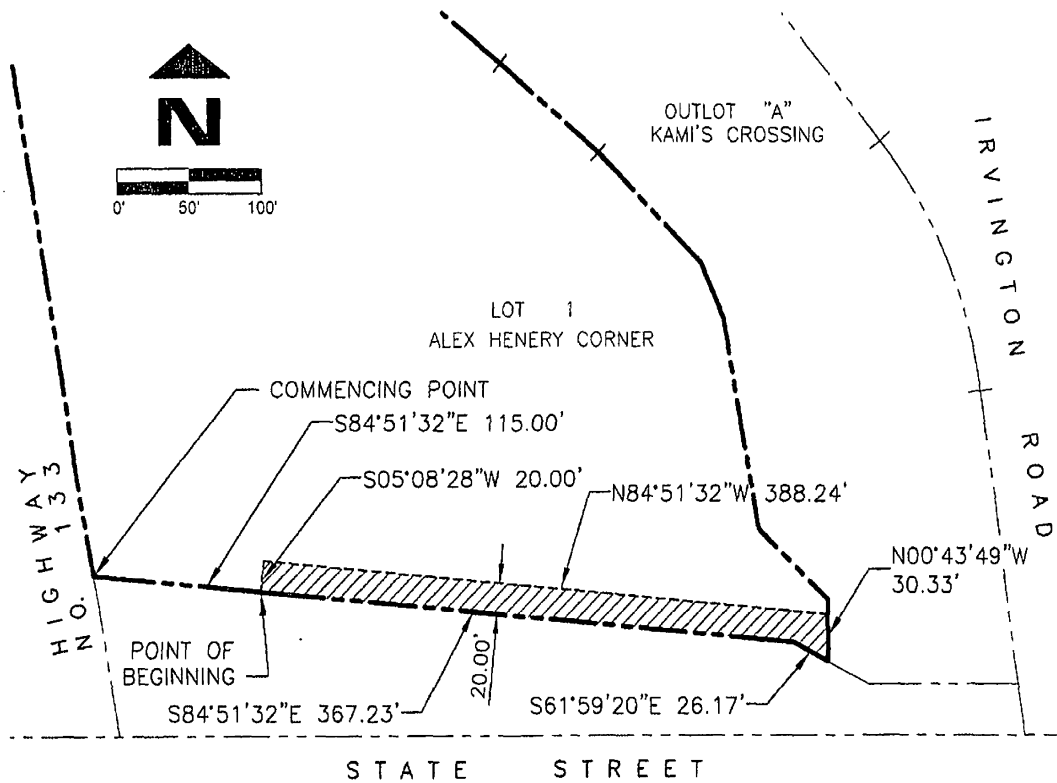
Tax Parcel No. 1172-0010-05

EXHIBIT B

EASEMENT AREA DESCRIPTION

SEE ATTACHED SURVEY DATED AUGUST 3, 2012, PREPARED BY TD2 ENGINEERING & SURVEYING

8/3/2012 2:46 PM MIKE SKILES H:\200\200-362 Misc Surveys, Additns & Certificates 2012\Drawings\20036274EX2.dwg



LEGAL DESCRIPTION

THAT PART OF LOT 1, ALEX HENERY CORNER, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF SAID LOT 1;

THENCE S84°51'32"E (ASSUMED BEARING) 115.00 FEET ON THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING;

THENCE CONTINUING S84°51'32"E 367.23 FEET ON THE SOUTH LINE OF SAID LOT 1;

THENCE S61°59'20"E 26.17 FEET ON THE SOUTH LINE OF SAID LOT 1 TO THE SE CORNER THEREOF;

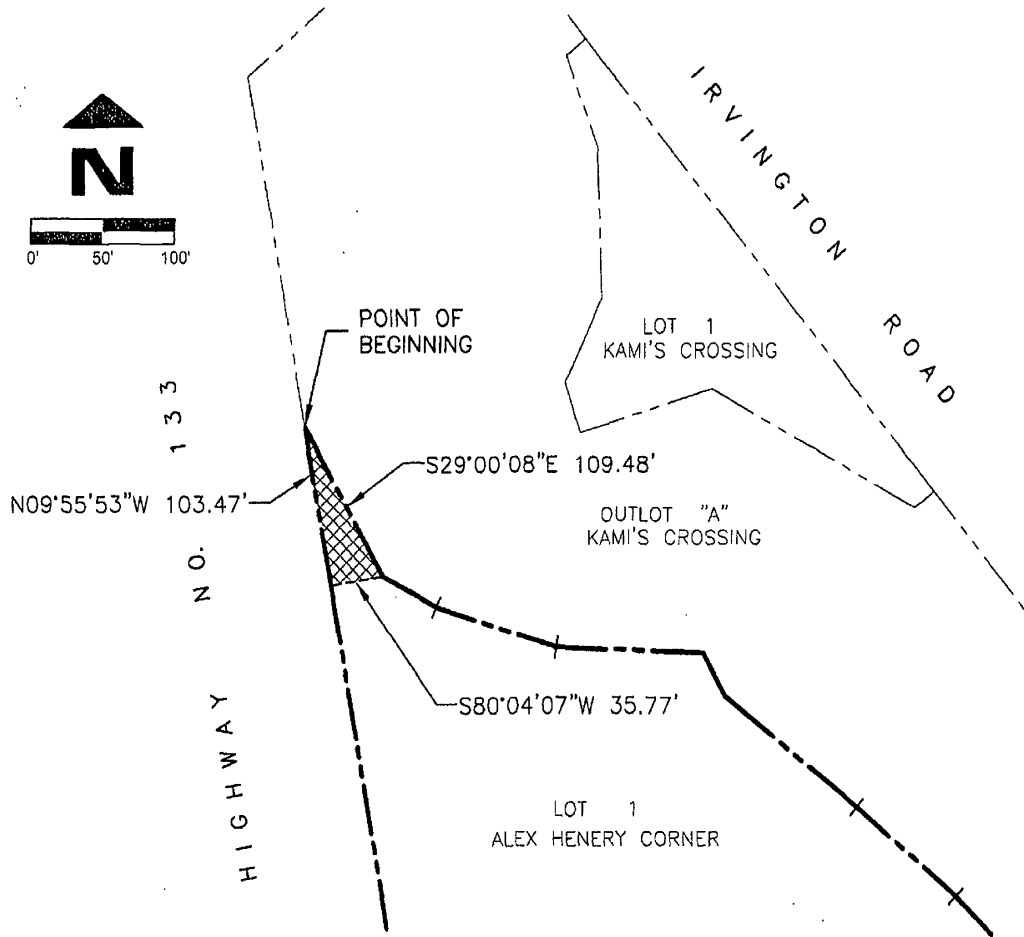
THENCE N00°43'49"W 30.33 FEET ON THE EAST LINE OF SAID LOT 1;

THENCE N84°51'32"W 388.24 FEET ON A LINE 20.00 FEET NORTH OF AND PARALLEL WITH THE WESTERLY PORTION OF THE SOUTH LINE OF SAID LOT 1;

THENCE S05°08'28"W 20.00 FEET TO THE POINT OF BEGINNING.

	Job Number: 200-362-74(EX2) thompson, dreessen & dorner, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com	Date: AUGUST 3, 2012 Drawn By: RJR Reviewed By: JDW Revision Date:	<p style="text-align: center; font-size: 24pt; font-weight: bold;">EXHIBIT "A"</p> <hr/> <p style="text-align: center; font-weight: bold;">MICHAEL HENERY</p>
			Book Page

8/3/2012 2:48 PM MIKE SKILES H:\200\200-362 Misc Surveys, As-built & Certificates 2012\Drawings\20036274EX3.dwg



LEGAL DESCRIPTION

THAT PART OF LOT 1, ALEX HENERY CORNER, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE NW CORNER OF SAID LOT 1;

THENCE S29°00'08"E (ASSUMED BEARING) 109.48 FEET ON THE EAST LINE OF SAID LOT 1;

THENCE S80°04'07"W 35.77 FEET TO THE WEST LINE OF SAID LOT 1;

THENCE N09°55'53"W 103.47 FEET ON THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.



Job Number: 200-362-74(EX3)
 thompson, dreessen & dorner, inc.
 10536 Old Mill Rd
 Omaha, NE 68154
 p.402.330.8860 f.402.330.5866
 td2co.com

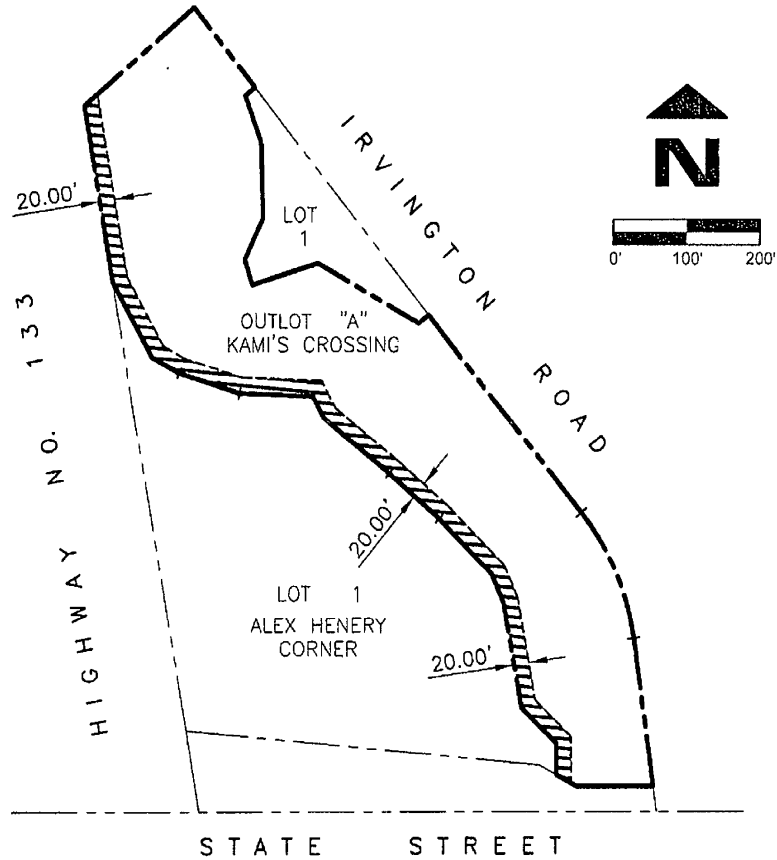
Date: AUGUST 3, 2012
 Drawn By: RJR
 Reviewed By: JDW
 Revision Date:

EXHIBIT " B "

MICHAEL HENERY

Book
 Page

8/3/2012 1:34 PM BOB ROHLFING H:\200\200-382 Misc Surveys, Abutts & Certificates 2012\Drawings\20038274EX1.dwg



LEGAL DESCRIPTION

THE WESTERLY 20.00 FEET IN WIDTH OF OUTLOT "A", KAMI'S CROSSING, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.


	Job Number: 200-382-74(EX1) thompson, draessen & dornier, inc. 10836 Old Mill Rd Omaha, NE 68154 p.402.330.8860 f.402.330.5866 td2co.com	Date: AUGUST 3, 2012 Drawn By: RJR Reviewed By: JDW Revision Date:	<h2>EXHIBIT " A "</h2>	MICHAEL HENERY	Book Page
				MICHAEL HENERY	Book Page

EXHIBIT C

LEASE DESCRIPTION

That certain Lease Agreement dated as of March 1, 2004, by and between Michael Henery ("Lessor") and The Lamar Companies ("Lessee"), for the property located at 10606 State Street.