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Register of Deeds, Douglas County, NE
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Check Number

GRANT OF EASEMENT

* UNITED STATES OF AMERICA

*
*

BY:

* STATE OF NEBRASKA

Nelsen Investments Limited Partnership, a Nebraska limited partnership, A. C. Nelsen Enterprises, Inc., Central Investment Co., Limited, a Nebraska Partnership, and Andrew C. Nelsen and Keith ~~AKD~~ ~~Graeve~~, Trustees of the Dianne E. Nelsen Marital Trust, under Trust Agreement dated April 5, 1990 as to their undivided interest

TO: TLC PROPERTIES, INC.

* COUNTY OF DOUGLAS

This Grant of Easement ("Agreement") is made this 26 day of September, 2008, by and between

Nelsen Investments Limited Partnership, a Nebraska limited partnership, A. C. Nelsen Enterprises, Inc., Central Investment Co., Limited, a Nebraska Partnership, and Andrew C. Nelsen and Keith ~~AKD~~ ~~Graeve~~, Trustees of the Dianne E. Nelsen Marital Trust, under Trust Agreement dated April 5, 1990 as to their undivided interest

Whose address is 11819 E ST Omaha NE 68137 ("Grantor"), and TLC PROPERTIES, INC., a Louisiana Corporation, whose address is 5551 Corporate Boulevard, Baton Rouge, LA 70808 (TIN: 72-0640751) ("Grantee").

The Grantor, its successors and assigns, do hereby grant, sell and convey unto Grantee, its successors and assigns, a perpetual easement for the location and construction of the outdoor advertising structure or structures (the "Sign Location Easement"), which Sign Location Easement is described on Exhibit "A", together with a maintenance, utility, access, and visibility easement (the "Maintenance, Utility, Access and Visibility Easement"), and all necessary or desirable appurtenances on, over and upon the following described real property (collectively, the Sign Location Easement and the Maintenance, Utility, Access and Visibility Easement are referred to herein as the "Easements"), the property subject to the foregoing Easements is described on Exhibit "B" (the "Property").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor herein grants perpetual Easements subject to the following terms and conditions:

Easements shall consist of perpetual servitudes of use that run with the land and shall include the right to service, maintain, improve, modify the sign to have as many advertising faces, including changeable copy

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location of the sign shall be limited to the Sign Location Easement area described in Exhibit "A". This right shall include but not be limited to a right of ingress and egress, a right to install, repair, replace and maintain underground and/or above ground electrical service, a right to maintain telecommunication devices as it relates to the advertising structure only and a right of view, prohibiting vegetation or improvements on the Property described herein that would obstruct the view of advertising structure from the adjoining highway. Grantor agrees that Grantee may trim any or all trees and vegetation in, on or about the Easements as often as Grantee deems necessary to prevent obstruction or to improve the appearance of the structure. Grantee, its successors and assigns hereby specifically hold Grantor, its successors and assigns, free and harmless from any damages or injuries to any person or property caused by Grantee's construction or maintenance activities on the Property described.

Grantor warrants that it is the sole record owner of the immovable Property over which these Easements are created, that such Property is not subject to any mortgages or liens, that such Property is not encumbered by any restrictions, easements, covenants, leases or other rights that are in any way conflicting with or inconsistent with the conveyance herein made, and that Grantor has the right and authority to execute these Easements and to grant, sell and convey the real rights set forth herein to Grantee.

In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the Grantor grants to the Grantee the right to relocate its sign on Grantor's remaining Property adjoining the condemned property or the relocated highway. Any condemnation award for Grantee's property shall accrue to Grantee.

The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of Grantor and Grantee.

WITNESS this 26th day of September, 2008.

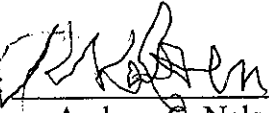
WITNESSES:

GRANTOR:

SEE ATTACHED PAGE FOR SIGNATURES

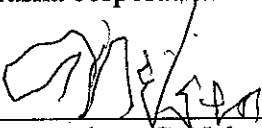
SIGNATURE PAGE:

Nelsen Investments Limited Partnership,
A Nebraska limited partnership

By: 

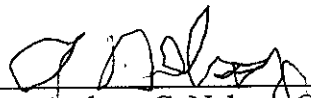
Andrew C. Nelsen, General Partner

A. C. Nelsen Enterprises, Inc., a
Nebraska corporation

By: 

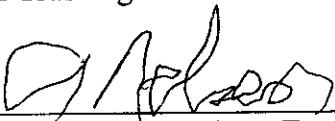
Andrew C. Nelsen, President

Central Investment Co., Limited, a
Nebraska partnership

By: 

Andrew C. Nelsen, General Partner


The Dianne E. Nelsen Marital Trust
Under Trust Agreement dated April 5, 1990

By: 

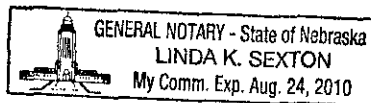
Andrew C. Nelsen, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was sworn to and executed before me this 26th day of September, 2008, by Andrew C. Nelsen, General Partner of Nelsen Investments Limited Partnership, a Nebraska limited partnership, before me, a Notary Public in and for the State of Nebraska.



Notary Public

My commission expires:

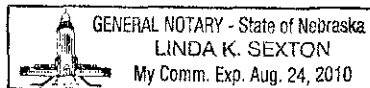


STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was sworn to and executed before me this 26th day of September, 2008, by Andrew C. Nelsen, President of A. C. Nelsen Enterprises, Inc., a Nebraska corporation, before me, a Notary Public in and for the State of Nebraska.

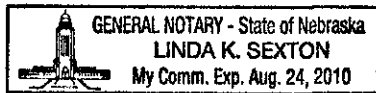

Notary Public

My commission expires:



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was sworn to and executed before me this 26th day of September, 2008, by Andrew C. Nelsen, General Partner of Central Investment Co., Limited, a Nebraska partnership, before me, a Notary Public in and for the State of Nebraska.



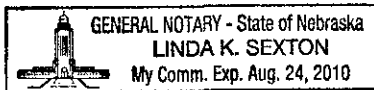


Notary Public

My commission expires:

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was sworn to and executed before me this 26th day of September, 2008, by Andrew C. Nelsen, Trustee of The Dianne E. Nelsen Marital Trust Under Trust Agreement dated April 5, 1990, before me, a Notary Public in and for the State of Nebraska.





Notary Public

My commission expires:

EXHIBIT "A"

Legal Description of the Easement Property

A Sign Easement located on part of Lot 2, Nelsen Industrial Park Replat 1, as platted and recorded in Douglas County, Nebraska. Being more particularly described as follows: Commencing at the southwest corner said Lot 2; thence North $00^{\circ}15'36''$ West (assumed bearing) for 50.00 feet along the west line of said Lot 2 to the Point of Beginning; thence continuing North $00^{\circ}15'36''$ West for 80.00 feet along said west line; thence North $89^{\circ}44'24''$ East for 30.00 feet; thence South $00^{\circ}15'36''$ East for 80.00 feet; thence South $89^{\circ}44'24''$ West for 30.00 feet to the Point of Beginning. Above described easement contains 2,400 Square Feet, more or less.

EXHIBIT "B"

The Property

LOT 2, NELSEN INDUSTRIAL PARK REPLAT 1, AS PLATTED
AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.