

MISC

2007121798



OCT 29 2007 12:09 P 6

6 FE 30.50 FB 55-41820

BHP GR COMPPU

1 DEL SCHE TV

Received - DIANE L. BATTIATO Register of Deeds, Douglas County, NE 10/29/2007 12:09:56.46

THIS PAGE INCLUDED FOR INDEXING PAGE DOWN FOR BALANCE OF INSTRUMENT

Return	To:		
	· · · · · · · · · · · · · · · · · · ·	 	

Check Number

Box 290

GRANT OF EASEMENT

UNITED STATES OF AMERICA

BY: Daniel Lee Jensen Jr. And Irene Alvina Jensen Husband and Wife

STATE OF NEBRASKA

TO: TLC PROPERTIES, INC.

* COUNTY OF DOUGLAS

This Grant of Easement ("Agreement") is made this 25th day of Jensen, Husband and Wife, whose address is 5616 N. 142nd Ave. Omaha, NE 68164 ("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 faces or electronic faces, as are allowed by local and state law or replace any outdoor advertising structure on the Property described. The specific 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 the 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 or any other activities on the Property described.

Grantor warrants that it is the sole record owner of the herein described real estate 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 a part of Grantor's East 213' of Lot 2 Block 18, of the 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 35 day of october, 2007.

WITNESSES:

GRANTOR:

State & Coluarka ss.
COUNTY OF () CALONCIA,)
On this, the 25 day of October, 2007
Before me, (Printed name of Officer/Notary Public)
the undersigned a/an notate public personally appeared Notary Public Officer)
Notary Public Officer) (Individual name(s))that appeared before Notary/Officer)
known (or satisfactorily proven) to me to be the person(s) whose name(s)
subscribed to the within instrument and acknowledged to me
that (he/she/they) executed the same for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal
ENERAL NOTARY - State of Nebraska LINDA K. SEXTON My Comm. Exp. Aug. 24, 2010 My Comm. Exp. Aug. 24, 2010

This Instrument Prepared By: James R. McIlwain 5551 Corporate Blvd Baton Rouge, LA 70808 STATE OF

.....

EXHIBIT "A"

Legal Description of the Easement Property

LEGAL DESCRIPTION - SIGN EASEMENT

A SIGN EASEMENT LOCATED IN PART OF LOT 2, BLOCK 18, WEST ALBRIGHT AND THE SOUTH ONE-HALF OF THE VACATED ALLEY ADJACENT ON THE NORTH, AS DESCRIBED IN BOOK 2005, PAGE 35983, DOUGLAS COUNTY REGISTER OF DEEDS OFFICE, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH ONE-HALF OF THE VACATED ALLEY, THENCE NORTH 89°52'42" EAST (ASSUMED BEARING) FOR 77.00 FEET ALONG THE NORTH LINE OF SAID SOUTH ONE-HALF OF THE VACATED ALLEY TO THE POINT OF BEGINNING. THENCE CONTINUING NORTH 89°52'42" EAST FOR 40.00 FEET ALONG SAID NORTH LINE; THENCE SOUTH 00°07'18" EAST FOR 60.00 FEET; THENCE SOUTH 89°52'42" WEST FOR 40.00 FEET; THENCE NORTH 00°07'18" WEST FOR 60.00 FEET TO THE POINT OF BEGINNING. ABOVE DESCRIBED EASEMENT CONTAINS 2.400 SQUARE FEET, MORE OR LESS.

EXHIBIT "B"

The Property

LEGAL DESCRIPTION

PART OF LOT 2, BLOCK 18, WEST ALBRIGHT, AN ADDITION TO THE CITY OF OMAHA, TOGETHER WITH THE NORTH 30 FEET OF VACATED D STREET ADJOINING SAID PROPERTY ON THE SOUTH AND TOGETHER WITH THE SOUTH 7 FEET OF THE VACATED ALLEY ADJOINING SAID PROPERTY ON THE NORTH