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2015-26142

2015 Oct 23 01:56:48 PM

Sley J. Powling

REGISTER OF DEEDS

GRANT OF EASEMENT

PERMANENT SIGN EASEMENT

This Grant of Easement made this 31 day of Noguet , 2015, by Harrison Group, LLC, a Nebraska limited liability company, hereinafter referred to as "Grantor".

WHEREAS, Grantor is the owner of Lot 6, Harrison Woods Replat Three, as surveyed, platted and recorded in Sarpy County, Nebraska; and

WHEREAS, by virtue of recording this Permanent Sign Easement ("Easement"), the real property described herein shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged and otherwise encumbered subject to the provisions of this Easement and every grantee with any interest in said real property, by acceptance of a deed or other conveyance of such interest, and every person or entity owning an interest in any portion of any said real property, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Easement and shall be deemed to have consented to the terms hereof;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, including the mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

- Grantor does hereby grant, sell and convey unto itself and its successors and assigns, an easement over, under and across The Northerly Thirty Feet (38.00') of the Westerly Thirty Feet (20.00') of Lot 6, Harrison Woods Replat Three, a platted and recorded subdivision in Sarpy County, Nebraska (the "Easement Area") for purposes of constructing one or more signs, landscaping and related appurtenances in the Easement Area.
- 2. Grantor further hereby grants, sells and conveys unto itself and its successors and assigns, the right of ingress and egress to and from the Easement Area for the purpose of constructing (including grading), inspecting, maintaining and/or operating the signs, landscaping and associated appurtenances at the will of the Grantees.
- 3. That no buildings or other structures(EXCEPT SIGNS) shall be placed in, on, over or across the Easement Area by Grantor or its successors and assigns, except that improvements such as minor grading and landscaping. Any of said improvements placed in the Easement Area by Grantor shall be maintained by Grantor and its successors or assigns.
- 4. Grantee shall cause any disturbance of grade in the Easement Area to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee or representative of the Grantees.
- 5. This easement runs with the land.
- 6. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Agreement herein contained, as the case may be, shall not render the remainder of the Agreement invalid, nor any other part therein contained.
- 7. This Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, said Grantor has executed this Easement on the date first written above.

HARRISON GROUP, LLC, a Nebraska limited partnership,

FIRST MANAGEMENT, INC., Manager of Harrison Group, LLC

Randy Wieseler, President of First

Management, Inc.

STATE OF NEBRASKA)
COUNTY OF Douglas)SS)

GENERAL NOTARY - State of Nebraska MARIA OLIVER TOTTEN My Comm. Exp. September 17, 2018

NOTARY PUBLIC

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