

STATE OF ALABAMA     )  
                              )  
SHELBY COUNTY         )

EASEMENT

The undersigned Charles E. Morgan, Niel C. Morgan, Jr. and Daniel G. Morgan (collectively the "Grantors"), for and in consideration of the mutual agreements herein contained and the sum of Ten Dollars (\$10.00) in hand paid by Oxmoor II, Inc., a California corporation (the "Grantee"), and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do by these presents grant, bargain, sell and convey unto the Grantee and its successors and assigns the right and privilege to use, and an easement of free and unrestricted access over, across, under and through, the real estate described on Exhibit A attached hereto (the "Real Estate"), for the purposes of constructing, installing, inspecting, maintaining, changing the size of, repairing, relocating, removing, replacing, improving and otherwise using, at will and at such time or times as Grantee shall determine, a sign or monument sign and related appurtenances, equipment, fixtures and related personal property, together with communication and electrical cables and transmission facilities and related equipment, all of the foregoing (collectively the "Facilities") to be constructed of such materials and to be located over, on, or beneath the surface of the ground in accordance with this Agreement and, if not so specified, as the Grantee shall determine in its sole discretion to be necessary or desirable;

TOGETHER WITH all rights and privileges incidental, necessary or convenient for the full enjoyment or use of the rights and privileges herein granted, including without limitation the right to cut and keep clear all trees, brush, undergrowth and other obstructions located upon the Real Estate to the extent necessary to permit the full enjoyment of the rights, privileges and easements herein granted and the protection of the Facilities.

The Grantors do hereby covenant with the Grantee that the Grantors are lawfully seized in fee simple of the Real Estate; that the Grantors have good right to grant and convey the rights, privileges and easements hereby granted and conveyed as aforesaid; and that the Grantors will warrant and defend the same to the Grantee against the lawful claims of all persons.

The rights, privileges and easements herein granted and conveyed are not subject or subordinate to any mortgage, lien, reservation, release of damages, lease or encumbrance whatsoever.

The Grantors hereby agree not to construct any building or structure or improvement of any kind upon the Real Estate which would prevent ready access to the Facilities or any part thereof.

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The Grantors hereby agree that the Facilities shall at all times be and remain personal property regardless of whether said Facilities or any part or component thereof are attached to or otherwise affixed to the Real Estate. None of the Grantors or any person having any lien or claim thereon through any of the Grantors or otherwise shall have any lien upon, or right or claim with respect to, the Facilities.

The Grantee agrees that the Facilities shall not be higher than five feet.

This instrument contains all the agreements and stipulations among the Grantors and the Grantee with respect to the subject matter hereof, and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of or consideration for this grant.

The terms and provisions hereof shall inure to the benefit of and be binding upon the Grantors and their respective heirs, executors, administrators, successors and assigns and the Grantee and its successors and assigns and shall remain in full force and effect until terminated in writing by the Grantee.

This Agreement may be executed in counterpart originals each which shall constitute but one and the same instrument.

TO HAVE AND TO HOLD the estate, easements, rights and privileges hereby granted and conveyed to the Grantee, its successors and assigns, on the terms and conditions and for the period of time herein stated.

IN WITNESS WHEREOF each of the Grantors has executed this instrument under seal and the Grantee has caused this instrument to be executed in its corporate name and this instrument to be attested, all by its duly authorized officers, and the parties hereto have caused this instrument to be dated this 7<sup>th</sup> day of October, 1994.

Charles E. Morgan (L.S.)  
Charles E. Morgan

\_\_\_\_ (L.S.)  
Niel C. Morgan, Jr.

\_\_\_\_ (L.S.)  
Daniel G. Morgan

OXMOOR II, INC.

By \_\_\_\_\_

Its \_\_\_\_\_


ATTEST:

By \_\_\_\_\_

Its \_\_\_\_\_

IN WITNESS WHEREOF each of the Grantors has executed this instrument under seal and the Grantee has caused this instrument to be executed in its corporate name and this instrument to be attested, all by its duly authorized officers, and the parties hereto have caused this instrument to be dated this 7<sup>th</sup> day of October, 1994.

\_\_\_\_\_(L.S.)  
Charles E. Morgan

  
\_\_\_\_\_(L.S.)  
Niel C. Morgan, Jr.

\_\_\_\_\_(L.S.)  
Daniel G. Morgan

OXMOOR II, INC.

By \_\_\_\_\_

Its \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Its \_\_\_\_\_



IN WITNESS WHEREOF each of the Grantors has executed this instrument under seal and the Grantee has caused this instrument to be executed in its corporate name and this instrument to be attested, all by its duly authorized officers, and the parties hereto have caused this instrument to be dated this 7<sup>th</sup> day of October, 1994.

\_\_\_\_\_  
Charles E. Morgan (L.S.)

\_\_\_\_\_  
Niel C. Morgan, Jr. (L.S.)

Daniel G. Morgan (L.S.)  
Daniel G. Morgan

OXMOOR II, INC.

By \_\_\_\_\_

Its \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Its \_\_\_\_\_

IN WITNESS WHEREOF each of the Grantors has executed this instrument under seal and the Grantee has caused this instrument to be executed in its corporate name and this instrument to be attested, all by its duly authorized officers, and the parties hereto have caused this instrument to be dated this 7<sup>th</sup> day of October, 1994.

\_\_\_\_\_(L.S.)  
Charles E. Morgan

\_\_\_\_\_(L.S.)  
Niel C. Morgan, Jr.

\_\_\_\_\_(L.S.)  
Daniel G. Morgan

OXMOOR II, INC.

By *Linda M. Stanley*  
Its *President*

ATTEST:

By *Cheryl Fusselman*  
Its \_\_\_\_\_

STATE OF Alabama )  
Jackson COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles E. Morgan, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

Given under my hand and official seal this the 7<sup>th</sup> day of October, 1994.

Jean Hansford  
Notary Public

AFFIX SEAL

My commission expires:

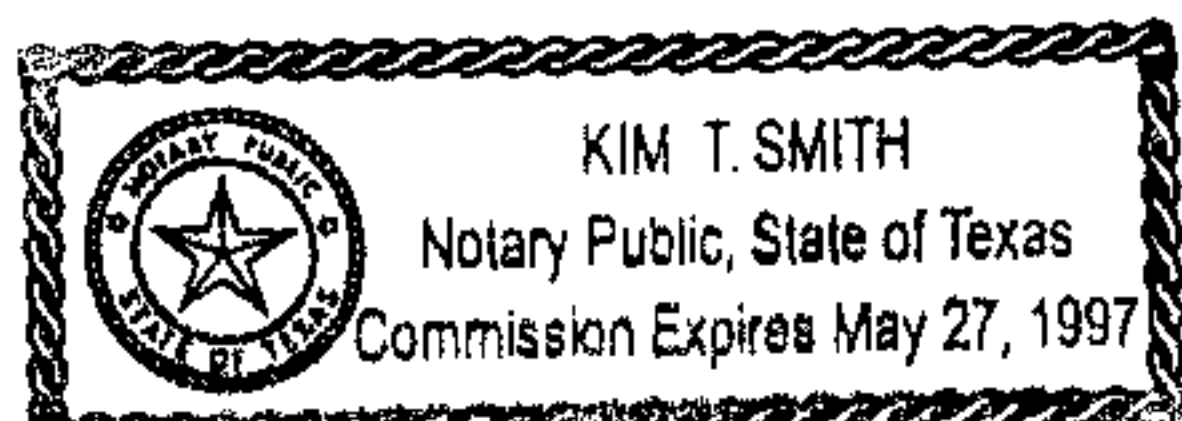
6/6/95

STATE OF Texas )

Harris COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Niel C. Morgan, Jr. whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

Given under my hand and official seal this the 7<sup>th</sup> day of October, 1994.



Kim T. Smith  
Notary Public

AFFIX SEAL

My commission expires: May 27, 1997



STATE OF Colorado )

           COUNTY Denver )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daniel G. Morgan whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

Given under my hand and official seal this the 7th day of October, 1994.

Margie I. Teixeira  
Notary Public

AFFIX SEAL

My commission expires: 3/9/96

STATE OF California )

Sacramento COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Linda M. Stanley, whose name as President of Oxmoor II, Inc., a California corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 10th day of October, 1994.

Cheryl Fusselman  
Notary Public

AFFIX SEAL

My commission expires:

Nov. 11, 1995



This instrument was prepared by  
Heyward C. Hosch  
Walston, Stabler, Wells,  
Anderson & Bains  
Financial Center, Suite 500  
505 20th Street North  
Birmingham, Alabama 35203

Exhibit A

SIGN EASEMENT PARCEL

A Parcel of land located in Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the Southwest 1/4 of Section 31, Township 19 South, Range 2 West; thence run in a Westerly direction along the North line of said 1/4 section for a distance of 301.28 feet to a point; thence turn a deflection angle to the left of 51°49'38" and run in a Southwesterly direction a distance of 524.87 feet to a point; thence turn a deflection angle to the right of 15°42'53" and run in a Southwesterly direction a distance of 15.00 feet to a point; thence turn a deflection angle to the left of 102°10'58" and run in a Southeasterly direction a distance of 195.60 feet to a point; thence turn a deflection angle to the right of 13°53'06" and run in a Southeasterly direction a distance of 185.50 feet to a point; thence turn a deflection angle to the right of 3°06'00" and run in a Southeasterly direction a distance of 201.40 feet to a point; thence turn a deflection angle to the right of 3°14'59" and run in a Southeasterly direction a distance of 584.59 feet to a point; thence turn a deflection angle to the left of 93°32'32" and run in a Northeasterly direction a distance of 466.12 feet to the a point; thence turn a deflection angle to the left of 91°53'48" and run in a Southeasterly direction a distance of 230.00 feet to the POINT OF BEGINNING; from the point of beginning thus obtained, thence continue along last described course a distance of 20.00 feet to point on the Northwestern right-of-way of Alabama Highway #119; thence turn an interior angle of 88°06'12" and run to the left along said right-of-way in a Northeasterly direction a distance of 10.00 feet to a point; thence turn an interior angle of 91°53'48", and leaving said right-of-way, run to the left in a Northwesternly direction a distance of 20.00 feet to a point; thence turn an interior angle of 88°06'12" and run to the left in an Southwesterly direction a distance of 357.20 feet to the POINT OF BEGINNING. Said parcel contains 200 square feet, more or less.

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