

STATE OF ALABAMA)
)
COUNTY OFSHELBY)

GRANT OF EASEMENT

This Grant of Easement ("Agreement") is made this 31st day of August, 2006, by and between Spring Rock Construction Company, whose address is 4363 1st Avenue North, Birmingham, Alabama 35222 ("Grantor"), and TLC Properties, Inc., a Louisiana Corporation, whose address is 5551 Corporate Blvd., Baton Rouge, Louisiana 70808 ("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 Fifty Thousand and No/100ths Dollars (\$50,000.00) 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:

- a) Easements shall consist of perpetual servitudes of use that run with the land and shall include the right of 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.

- b) The specific location of the sign shall be limited to the Sign Location Easement are described in Exhibit "A".
- c) This right shall include but not be limited to a right of ingress and egress, a right of overhand for electrical service, a right to maintain telecommunication devices (including but not limited to telecommunications towers and related ground facilities) 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.
- d) 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.
- e) 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 Lessee'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 31st day of August, 2006.

WITNESSES:

GRANTOR:

Spring Rock Construction Company, Inc.

By

ACKNOWLEDGEMENT

STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

Before me, a Notary Public, in and for said county in said state, personally appeared CHARLES STEPHENS, who, being by me first duly sworn, deposes and says on oath that he is President of Spring Rock Construction Company, the company named above, and as such is authorized to make this Grant of Easement, that he has read the foregoing Grant of Easement and is informed and believes and, upon the basis of such information and belief, avers that the facts alleged therein are true and correct and execute the same as the act of the Corporation.

Charles Stephens
Charles Stephens

2006 Subscribed and sworn to before me this the

31st day of August

[NOTARIAL SEAL]

James M. Smith
Notary Public

My Commission Expires: 11-06-08

This Instrument Prepared By:
James M. Smith
Attorney At Law
10-A Commerce Way
529 S. Perry Street
Montgomery, AL 36104

EXHIBIT "A"

Legal Description of the Easement Property

A parcel of land situated in the Northeast quarter of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Southwest quarter of the Northeast quarter of said Section 6; thence run in a Southerly direction along the East line of said quarter-quarter section for a distance of 239.99 feet to a point on the Northwesterly right of way of Interstate 65 (R.O.W. Varies), point also being on a curve turning to the right, said curve having a radius of 2684.79 feet, a central angle of 2 degrees 00 minutes 00 seconds, a chord distance of 93.71 feet, and a deflection angle to the right to chord of 39 degrees 54 minutes 36 seconds; thence run in a Southwesterly direction and along said right of way and along the arc of said curve for a distance of 93.72 feet; thence deflect right 01 degrees 00 minutes 00 seconds and continue in a Southwesterly direction along said right of way for a distance of 3.80 feet; thence leaving said right of way deflect right 86 degrees 56 minutes 00 seconds and run in a Northwesterly direction for a distance of 9.07 feet to the Point of Beginning; thence deflect left 90 degrees 00 minutes 00 seconds and run in a Southwesterly direction for a distance of 25.00 feet thence deflect right 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction for a distance of 60.00 feet; thence deflect right 90 degrees 00 minutes 00 seconds and run in a Northeasterly direction for a distance of 25.00 feet; thence deflect right 90 degrees 00 minutes 00 seconds and run in a Southeasterly direction for a distance of 60.00 feet to the point of beginning. Said parcel contains 1,500 square feet or 0.03 acres more or less.

Signed For Identification Only

Spring Rock Construction Company

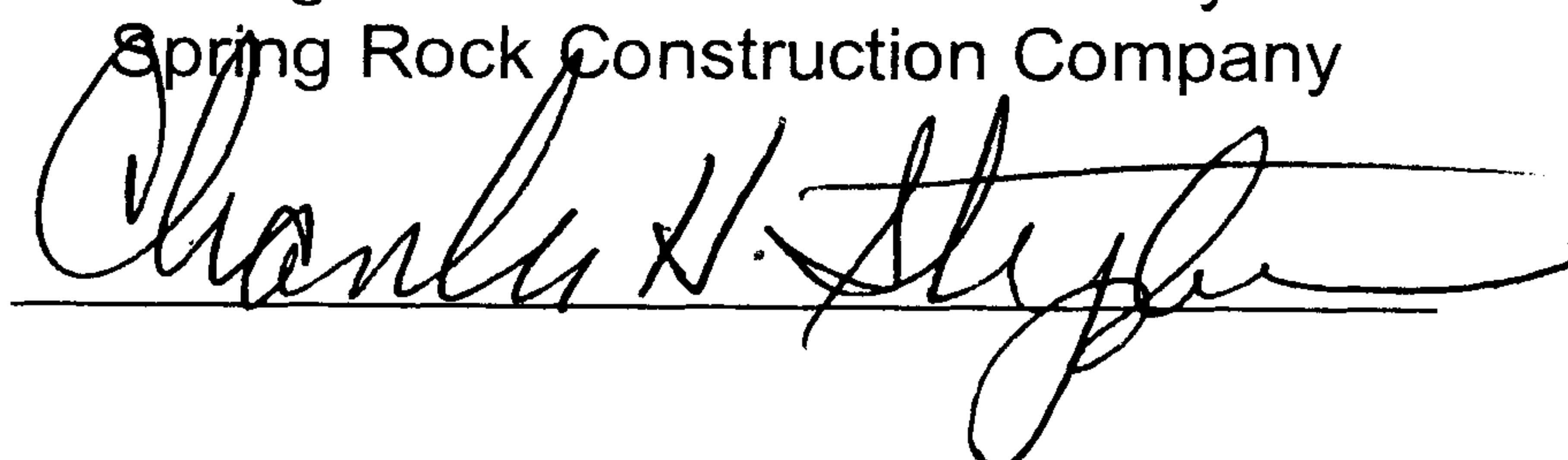


EXHIBIT "B"

The Property

Begin at the Intersection of East LN of the SW ¼ of the NE ¼ and SE ROW of Oak Mountain Park Road then South 150 Feet to West ROW I-65 SW 350 Feet along ROW then North 133.47 Feet then Northeast 350 Feet along ROW of Park Road to Point of Beginning – Section 6, Township 20 South, Range 2 West – Dimensions 350 feet x 133.47 feet. Parcel ID Number: 58/14/03/06/1/001/004/004.

Signed For Identification Only
Spring Rock Construction Company

