

10,000⁰⁰ cont.

20070406000157730 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
04/06/2007 10:17:08AM FILED/CERT

GRANT OF EASEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

This Grant of Easement ("Agreement") is made this 14 day of March, 2007, by and between **J. Louis Workman and Tommye R. Workman, as Trustees under the "Crim-Workman Revocable Trust, dated December 27, 2004, ("Grantors")**, and **Lee Outdoor Advertising, LLC, an Alabama Limited Liability Company, ("Grantee")**.

The Grantors, their heirs and assigns, do hereby grant, sell and convey unto Grantee, its successors and assigns, a perpetual easement for the location and construction of two (2) outdoor advertising structures (the "Sign Location Easement"), which Sign Location Easement is described on Exhibit "A", together with a maintenance, utility, access, and visibility easement, and all necessary appurtenances on, over and upon the real property described in that certain deed attached as Exhibit "B".

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantors in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantors herein grant 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, or replace the signs as allowed by local and state law. The specific location of the signs 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 of overhang for electrical service and an unobstructed right of view from the adjoining highway, prohibiting vegetation or improvements on the adjacent property that would obstruct the view of advertising structure from the adjoining highway. Grantors agree that Grantee may trim any or all trees and vegetation 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 Grantors, their heirs 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.

Grantors warrant that they are 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 Grantors have the right and authority to execute these Easements and to grant, sell and convey the real rights set forth herein to Grantee.



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In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the Grantors grant to the Grantee the right to relocate its sign on Grantors' 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 Grantors and Grantee.

WITNESS this 14 day of March, 2007.

WITNESS:

GRANTORS:

J. LOUIS WORKMAN, TRUSTEE

TOMMYE R. WORKMAN, TRUSTEE

WITNESS:

GRANTEE:
LEEOUTDOOR ADVERTISING, LLC

BY:
SHON LEE
ITS: MANAGER

THIS INSTRUMENT PREPARED BY:
MARK T. DAVIS, ESQUIRE
BALL, BALL, MATTHEWS & NOVAK, P.A.
2000 INTERSTATE PARK DRIVE
SUITE 204
MONTGOMERY, ALABAMA 36109
334-387-7680

EXHIBIT "A"

SIGN LOCATION EASEMENT

North Parcel:

Commence at an iron pin at the intersection of the north line of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, T21S, R02W, Shelby County, Alabama and the east right of way of Interstate-65; thence South 21 degrees 49 minutes 00 seconds East, along the said right of way, 1185.25 feet to an iron pin, said point being the POINT OF BEGINNING; thence leaving said right of way, North 54 degrees 15 minutes 58 seconds East, 50.00 feet to an iron pin; thence South 23 degrees 00 minutes 12 seconds East, 53.09 feet to an iron pin; thence South 75 degrees 08 minutes 31 seconds West, 50.00 feet to an iron pin on the east right of way of Interstate-65; thence North 21 degrees 49 minutes 00 seconds West, along said right of way, 35.00 feet to the point of beginning.

The above-described property lies in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, T21S, R02W, Shelby County, Alabama, and contains 0.05 acres (2,163 sq. ft.), more or less.

South Parcel:

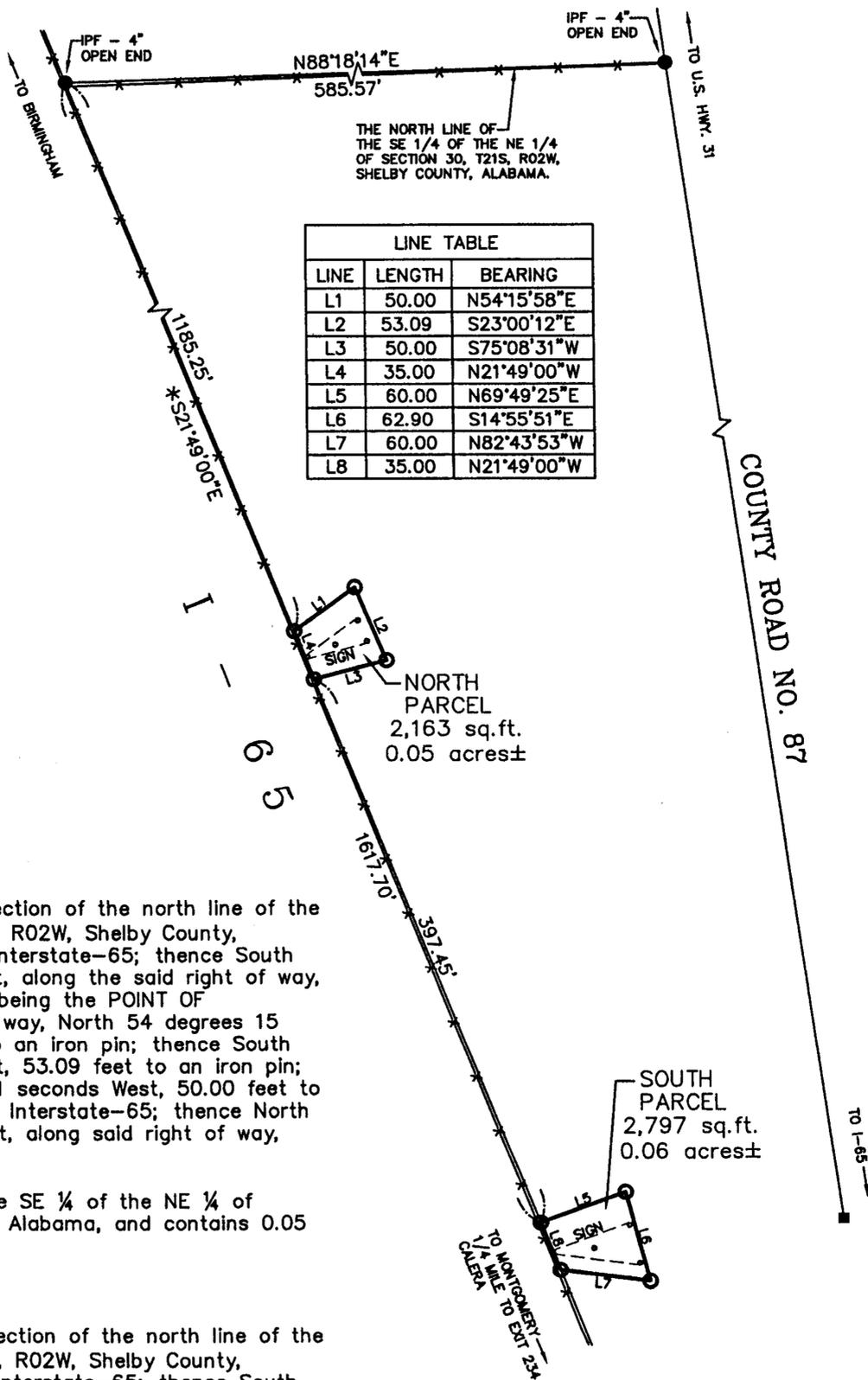
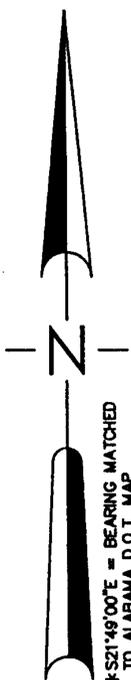
Commence at an iron pin at the intersection of the north line of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, T21S, R02W, Shelby County, Alabama and the east right of way of Interstate-65; thence South 21 degrees 49 minutes 00 seconds East, along the said right of way, 1617.70 feet to an iron pin, said point being the POINT OF BEGINNING; thence leaving said right of way, North 69 degrees 49 minutes 25 seconds East, 60.00 feet to an iron pin; thence South 14 degrees 55 minutes 51 seconds East, 62.90 feet to an iron pin; thence North 82 degrees 43 minutes 53 seconds West, 60.00 feet to an iron pin on the east right of way of Interstate-65; thence North 21 degrees 49 minutes 00 seconds West, along said right of way, 35.00 feet to the point of beginning.

The above-described property lies in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, T21S, R02W, Shelby County, Alabama, and contains 0.06 acres (2,797 sq. ft.), more or less.

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BOUNDARY SURVEY

LEE OUTDOOR ADVERTISING, LLC
 SHELBY COUNTY, ALABAMA



DESCRIPTIONS:

North Parcel:

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The above-described property lies in the SE 1/4 of the NE 1/4 of Section 30, T21S, R02W, Shelby County, Alabama, and contains 0.06 acres (2,797 sq. ft.), more or less.

STATE OF ALABAMA)
 SHELBY COUNTY)

I, Ronald Burke, a licensed land surveyor in the State of Alabama, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

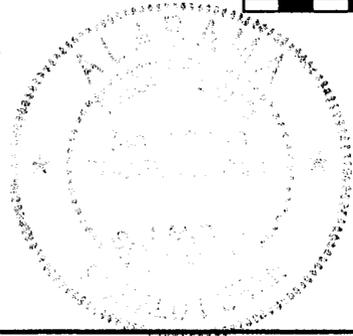
According to my survey this the 31st day of January, 2007.

Ronald Burke - Alabama License No. 16670

- LEGEND**
- IRON PIN FOUND
 - IRON PIN SET (1/2" CAPPED REBAR REG.#16670)
 - ▲ CALCULATED POINT
 - CONC. MON. FOUND
 - CORNER POST
 - x- WIRE FENCE
 - UTILITY POLE
 - OHP- OVERHEAD POWER LINE
 - () PLAT BEARING / DISTANCE



1 inch = 100 ft.



BURKE
 LAND SURVEYING, INC.
 7360 U.S. HWY. 231
 WETUMPKA, AL 38092
 TELEPHONE: 334/567-2185

DATE: 01-29-07	DRAWN BY: J. N.	CHECKED BY: R. B.	CREW CHIEF: M. W.	DC FILE: 07-031	JOB NO. 07-031	DC
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Shelby Cnty Judge of Probate, AL
11/21/2006 03:03:15PM FILED/CERT

EXHIBIT "B"

This instrument was prepared by:
Tommye R. Workman
71 Mallard Circle
Indian Springs, Alabama 35124

Send Tax Notice To:
J. Louis and Tommye R. Workman, Crim-Workman Revocable Trust
71 Mallard Circle
Indian Springs, Alabama 35124

GENERAL WARRANTY DEED

STATE OF ALABAMA)
SHELBY)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of 5000.00 AND OTHER GOOD AND VALUABLE CONSIDERATION to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

JAMES LOUIS WORKMAN AND TOMMYE R. WORKMAN

(herein referred to as Grantor, whether one or more), grants, bargains, sells and conveys unto

JAMES LOUIS WORKMAN AND TOMMYE R. WORKMAN, Trustee(s), CRIM-WORKMAN REVOCABLE TRUST, Dated December 27, 2004, as tenants in common

(herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama to-wit:

BEING land in Shelby County, Alabama, described as follows:

That part of SE 1/4 of NE 1/4, Section 30 N & E of US Highway 65 and WOF County Road 87

Section 30, Township 21S, Range 02W

Dim: 247 x 750 ft

Acres: 1.98

Parcel: 2293000002000

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This warranty deed has been prepared without the benefit of a current survey, title examination or title binder and all instructions contained herein have been provide by the Grantors.

TO HAVE AND TO HOLD unto the said GRANTEES, in fee simple forever, and to the successors of such forever, together with every contingent remainder and right of reversion.

The Grantors do individually and for the heirs, executors, and administrators of the Grantors covenant with said Grantees and the successors of the Grantees, that the Grantors are lawfully seized in fee simple of said premises; that said premises are free from all encumbrances, unless otherwise noted above; that the Grantors have a good right to sell and convey the said premises; that the Grantors and the heirs; executors, and administrators of the Grantors shall warrant and defend the said premises of the Grantees and the heirs and assignees of the Grantees forever against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand (s), this 21 day of November
James Louis Workman Tommye R. Workman
James Louis Workman Tommye R. Workman

STATE OF ALABAMA)
SHELBY COUNTY)

GENERAL ACKNOWLEDGEMENT:

I, THE UNDERSIGNED, a Notary in and for said County, in said State, hereby certify that J. Louis Workman and Tommye R. Workman whose name(s) as Trustee(s), are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of said instrument, they, in their capacity as such Trustee(s), executed the same voluntarily on the day the same bears date.

Given my hand and official seal the 21 day of November, 2006.

Aeresa Kay Clark
Notary Public: My Commission Expires 8-9-2010

Shelby County, AL 11/21/2006
State of Alabama

Deed Tax: \$5.00

Shelby County, AL 04/06/2007
State of Alabama

Deed Tax: \$10.00