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STATE OF ALABAMA

**COUNTY OF SHELBY** 

20070521000235240 1/6 \$76.00 Shelby Cnty Judge of Probate, AL 05/21/2007 02:22:19PM FILED/CERT

## **GRANT OF EASEMENT**

This Grant of Easement ("Agreement") is made this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2007, by and between David Graham Graham, whose address is 2511 Elizabeth Drive, Pelham, Alabama 35124 ("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 Ten and No/100ths 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:

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, it 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.

WITNESSES this	14 day of	Muy, 2007.
WITNESSES:		GRANTOR:
		Dank W. Didlam
	<del></del>	
NOTARY		
STATE OF ALABAMA	)	
COUNTY OF SHELBY	; )	
appeared DAVID GRAHAM, w	vho, being by me firs	aid county in said state, personally st duly sworn, deposes and says that and is informed of its contents and
Subscribed and sworn 2007.  [NOTARIAL SEAL]	to before me this the	e 17 May of May 2007,  Notary Public My Commission Expires:

## **EXHIBIT "A"**

## Legal Description of the Easement Property

A parcel of land situated in the Southwest Quarter of the Southwest Quarter of Section 30, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found 5/8" rebar, point also being the Northwest Corner of the Southwest Quarter of the Southwest Quarter of said Section 30 and run in an Easterly direction along the North line of said quarter – quarter line for a distance of 20.37 feet to the POINT OF BEGINNING; thence continue along the last described course along said quarter – quarter line for a distance of 62.29 feet to a point on the Westernmost right of way line of U.S. Highway 31 (100' R.O.W.), point also being on a curve turning to the right, said curve having a radius of 5629.58 feet, a central angle of 00 degrees 06 minutes 27 seconds, a chord deflection angle to the right of 93 degrees 22 minutes 39 seconds, and a chord distance of 10.57 feet; thence leaving said quarter – quarter line, run in a Southerly direction along said Westernmost right of way line and along the arc of said curve for a distance of 10.57 feet to a point; thence leaving said curve and said Westernmost right of way line, turn a deflection angle to the right of 79 degrees 37minutes 47 seconds and run in a Southwesterly direction for a distance of 59.92 feet to a point; thence turn a deflection angle to the right of 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction for a distance of 17.98 feet to the POINT OF BEGINNING. Said parcel contains 867 feet or .02 acres more or less.

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**EXHIBIT "B"** 

The Property

All that part of the SW ¼ of SW ¼ of Section 30, Township 19, Range 2 West lying

West of U.S. #31 Highway containing approximately one-half acre and more particularly

described as follows:

Commence at the Southwest corner of Section 30, Township 19, Range 2 West; thence

North along section line on West side of Section 30 a distance of 744.5 feet to the point

where the West right-of-way line of U.S. #31 Highway intersects with said section line

for a point of beginning of the tract to be conveyed by this document; from this

beginning point continue North along said section line 575.5 feet, more or less, to an

iron pin at the Northwest corner of the SW ¼ of SW ¼ of Section 30, Township 19,

Range 2 West; thence East along the North boundary of said SW ¼ of SW ¼ of

Section 30, Township 19, Range 2 West a distance of 80 feet, more or less, to the West

right-of-way line of U.S. #31 Highway; thence Southerly along said right-of-way line 577

feet, more or less, to point of beginning. Surface rights only.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Part of the SW ¼ of SW ¼ of Section 30, Township 19 South, Range 2 West, being

more particularly described as follows:

From the NW corner of SW /4 of SW ¼ of Section 30, Township 19 South, Range 2

West, run in a Southerly direction along the West line of said 1/4 - 1/4 Section for a

distance of 239.57 feet to the point of beginning; thence continue along last mentioned

course for a distance of 240.71 feet; thence turn an angle to the left of 90 deg. 09 min.

and leaving said  $\frac{1}{4}$  -  $\frac{1}{4}$  section line run in an Easterly direction for a distance of 271.72

feet to a point on the Westerly right-of-way line of U.S. Highway #31, South; thence turn

an angle to the left of 81 deg. 41 min. 30 sec. and run in a Northeasterly direction along

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said right-of-way line for a distance of 278.41; thence turn An angle to the left of 141 deg. 04min. 30 sec. and leaving said right-of-way line, run in a Southwesterly direction for a distance of 52.15 feet; thence run an angle to the right of 44 deg. 20 min. 15 sec. and run in a Westerly direction for a distance of 23.04 feet, more or less, to the point of beginning. Containing 0.228 acres, more or less.

Shelby County, AL 05/21/2007 State of Alabama

Deed Tax: \$50.00

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

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