

\$5,000.00 paid.

20070820000391870 1/4 \$35.00
Shelby Cnty Judge of Probate, AL
08/20/2007 01:59:29PM FILED/CERT

GRANT OF EASEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

Shelby County, AL 08/20/2007
State of Alabama

Deed Tax: \$15.00

This Grant of Easement ("Agreement") is made this 10th day of August, 2007, by and between **Mayhall Properties, Inc., an Alabama Corporation** ("Grantor"), and **Lee Outdoor Advertising, LLC, an Alabama Limited Liability Company**, ("Grantee").

The Grantor, its successors and assigns, does 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 in Exhibit "A", together with a maintenance, utility, access, and visibility easement, and all necessary or desirable appurtenances on, over and upon the Grantor's property as described in Exhibit "B".

For and in consideration of the sum of Ten 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:

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 sign as allowed by local and state law. The specific location of the sign 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 a right of view, prohibiting vegetation or improvements on the adjacent property that would obstruct the view of advertising structure from the adjoining highway. Grantor agrees 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 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 10th day of August, 2007.


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WITNESSES:

GRANTOR:

MAYHALL PROPERTIES, INC.

BY: 

JOHN MAYHALL

ITS: PRESIDENT

WITNESSES:

GRANTEE:

LEEOUTDOOR ADVERTISING, LLC


BY: 

SHON LEE

ITS: MANAGER

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

EXHIBIT "A"


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SIGN LOCATION EASEMENT

Commencing at the SE corner of the NE 1/4 of the SE 1/4 of Section 19, Township 21 South, Range 2 West of Shelby County Alabama, thence N 88°48'41" W a distance of 116.31 feet to a point; thence N 1°47'41" E a distance of 381.16 feet to a point; thence N 88°35'11" W a distance of 208.00 feet to an iron pin set; thence N 88°35'11" W a distance of 598.73 feet to a point; thence N 88°35'11" W a distance of 405.65 feet to a point; thence N 18°33'37" W a distance of 91.44 feet to a point, which is the point of BEGINNING; thence N 71°23'6" E a distance of 65.00 feet to a point; thence N 18°33'37" W a distance of 40.00 feet to a point; thence S 71°23'6" W a distance of 65.00 feet to a point; thence S 18°33'37" E a distance of 40.00 feet; to the point and place of BEGINNING. Said parcel is also depicted on the attached survey of the "Mayhall Subdivision" prepared Beacon Professional Services, Inc. Containing 0.060 acres, more or less.

EXHIBIT "B"

MAINTENANCE, UTILITY, ACCESS, AND VISIBILITY EASEMENT

Grantor conveys 20-foot access and utility easement over and upon a portion of its property as depicted on the attached survey and described thereon as an "ingress/egress easement" along the Northern Boundary of its property. In addition, Grantor conveys a maintenance and visibility easement upon the Western 65 feet of Parcel A, Lot 2 as depicted on the attached survey.

INTERSTATE 65 (NBL)
RIGHT OF WAY

22 4 19 0 000 001.007

Mayhall Subdivision
A Commercial Subdivision

22 4 19 0 000 005.000

SCALE IN FEET
(1 IN = 100 FT)

LINE	LENGTH	BEARING
L1	40.00'	S 01° 47' 41" W
L2	40.00'	S 01° 24' 19" W

PARCEL A

Commencing at the SE corner of the NE 1/4 - SE 1/4 of Section 19, Township 21 South, Range 2 West, Shelby County, Alabama; thence N88° 48' 41" W a distance of 116.31 feet to a point; thence N01° 47' 41" E a distance of 381.16 feet to on iron pin found; thence N88° 35' 11" W a distance of 208.00 feet to on iron pin found and the point of BEGINNING; thence N88° 35' 11" W a distance of 1004.38 feet to on iron pin found; thence N88° 35' 41" E a distance of 222.89 feet to on iron pin found; thence S01° 47' 41" W a distance of 1289.92 feet to on iron pin; thence S01° 47' 41" W a distance of 40.00 feet to on iron pin set; thence N88° 35' 41" W a distance of 209.16 feet to on iron pin; thence S01° 24' 19" W a distance of 209.64 feet to on iron pin found and the point of BEGINNING; said parcel containing 5.21 acres

PARCEL B

Commencing at the SE corner of the NE 1/4 - SE 1/4 of Section 19, Township 21 South, Range 2 West, Shelby County, Alabama; thence N88° 48' 41" W a distance of 116.31 feet to a point; thence N01° 47' 41" E a distance of 381.16 feet to on iron pin found and the point of BEGINNING; thence N88° 35' 11" W a distance of 208.00 feet to on iron pin found; thence N88° 35' 41" E a distance of 164.64 feet to on iron pin set; thence S88° 35' 41" E a distance of 209.16 feet to on iron pin set; thence S01° 47' 41" W a distance of 169.68 feet to on iron pin found and the point of BEGINNING; said parcel containing 0.81 acres

ACCESS EASEMENT

Commencing at the SE corner of the NE 1/4 - SE 1/4 of Section 19, Township 21 South, Range 2 West, Shelby County, Alabama; thence N88° 48' 41" W a distance of 116.31 feet to a point; thence N01° 47' 41" E a distance of 381.16 feet to on iron pin found; thence N88° 35' 41" E a distance of 169.68 feet to on iron pin set and the point of BEGINNING; thence N88° 35' 41" W a distance of 209.16 feet to a point; thence N01° 24' 19" E a distance of 40.00 feet to on iron pin set; thence S88° 35' 41" E a distance of 209.64 feet to on iron pin found; thence S01° 47' 41" W a distance of 40.00 feet to a point and the point of BEGINNING; said easement containing 0.19 acres

By: _____ Date: _____
Shelby County Planning Commission

By: _____ Date: _____
District Fire Chief

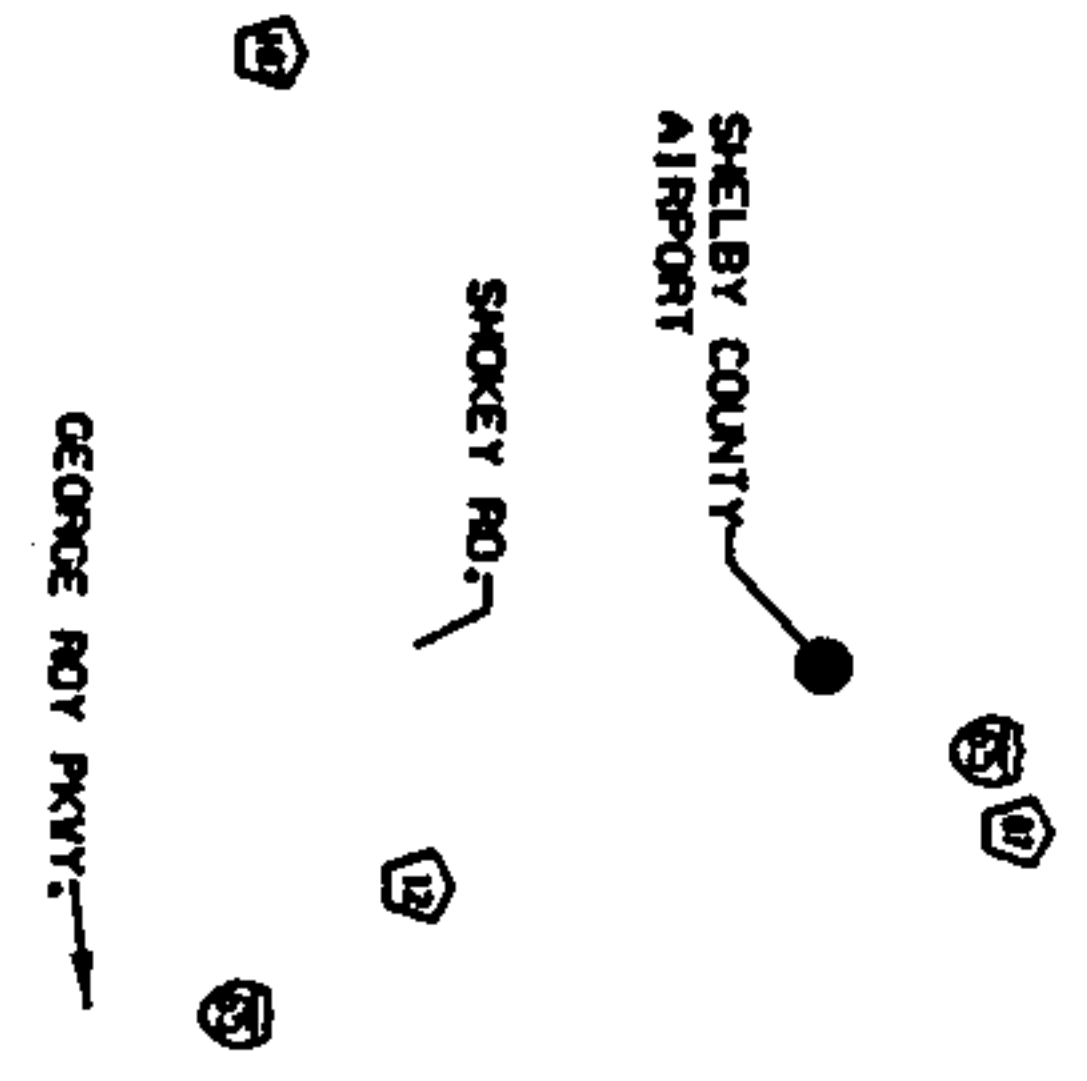
By: _____ Date: _____
Health Department

By: _____ Date: _____
County Engineer

SE CORNER
NE - SE 1/4
SECTION 19
T-21S, R-2W
SHELBY COUNTY, AL

BEACON
PROFESSIONAL SERVICES, INC.
124 OAKBROOK LANE
ALABASTER, AL 35007
PHONE: (205) 685-5300
FAX: (205) 685-5303

VICINITY MAP



SURVEYOR'S NOTES

- DESCRIPTION AS FURNISHED BY CLIENT
- ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U. S. STANDARDS.
- SOURCES OF INFORMATION USED WERE PREVIOUS SURVEYS BY THIS AND OTHER FIRMS AND THE RECORDED SUBDIVISION PLAT.
- NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS FURNISHED TO NOR PERFORMED BY THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SAID PROPERTY.
- THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.