

\$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:

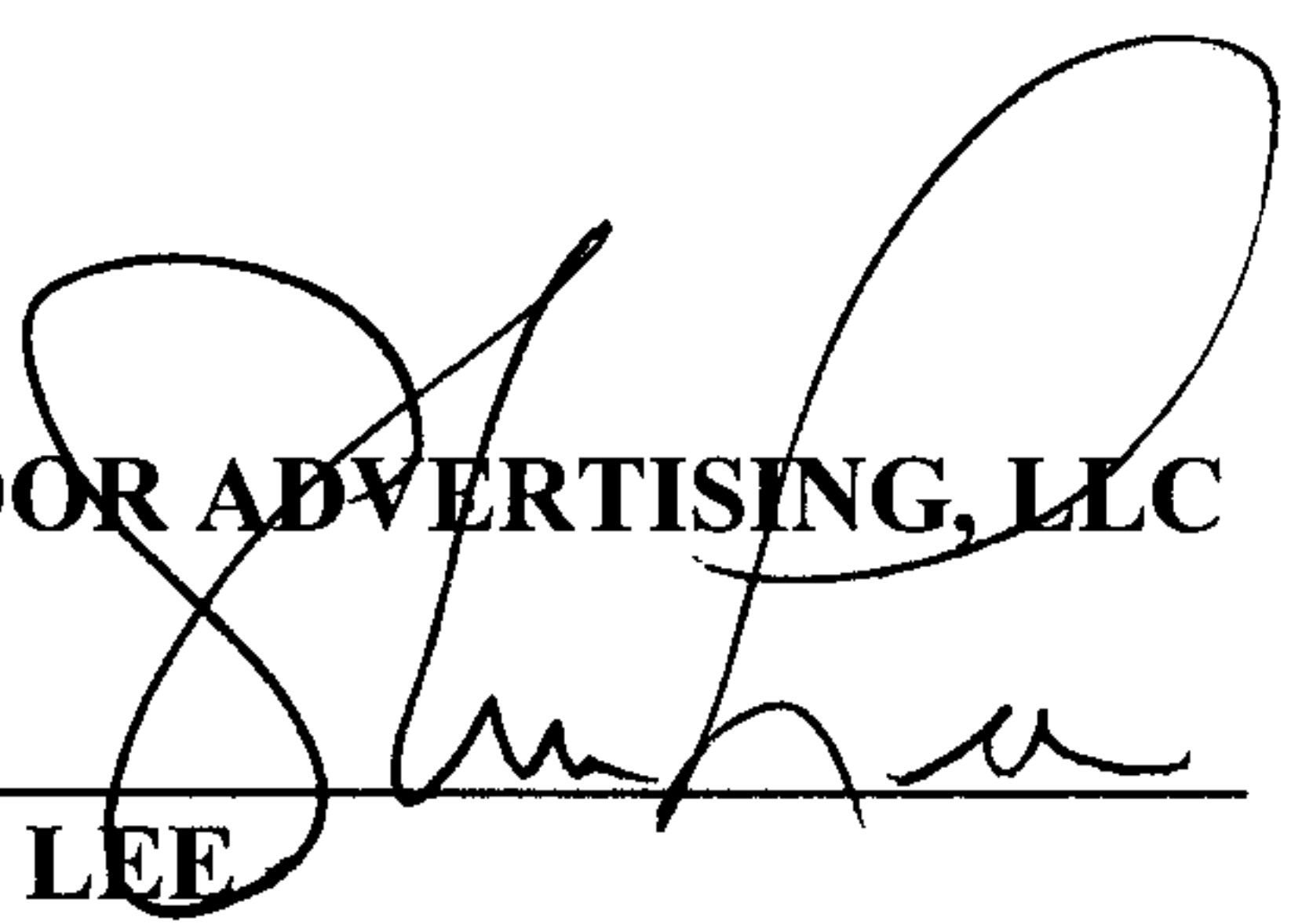

JOHN MAYHALL
ITS: PRESIDENT

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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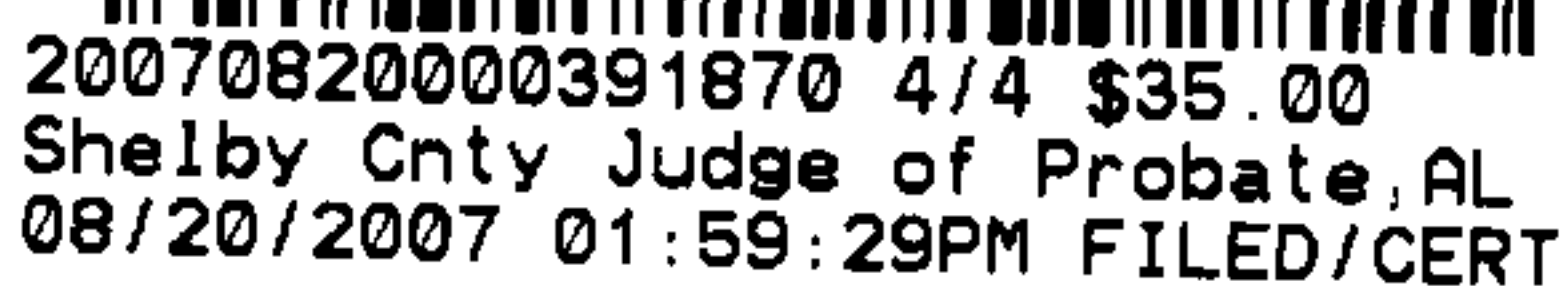
SIGN LOCATION EASEMENT

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

PARCEL #

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, Robert F. Walmrath, Jr., a Registered Land Surveyor, in the State of Alabama, and John Mayholl Properties Inc., as owner, hereby certify that this plot or map was made pursuant to a survey made by said surveyor and that said survey and this plot or map were made in the instance of said owners; that this plot or map is a true and correct map of lands shown therein known as Re-Survey, showing the subdivisions into which it is proposed to divide said lands, giving the lengths and angle of each lot and its number, showing the streets, alleys and public grounds, giving the length and width and name of each street as well as the number of each lot and showing the relation of the lands to the government survey, and that from said lands have been isolated all lot corners and curve points as shown and are designated by small open circles on said plot or map. Said corners also certify that they are the owners of said lands and that the same are not subject to any mortgages, except a mortgage held by Frontier Bank. I further certify that all parts of this survey and drawing have been completed in accordance with the requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge and belief.

In witness thereof, said surveyor executed these present this _____ day of _____, 2006.

By _____ Date _____
Robert F. Weimorts, Jr., P.L.S.
AL Reg. No. 23008

P.L.S., whose name is signed to the foregoing certificate as surveyor, and who is known to me, acknowledged before me, on this date, that after being duly informed of the contents of said certificate, does execute same voluntarily as such individuals with full authority thereof.

Given under by hand and seal this the _____ day _____ 2006

Notary Public My Commission Expires _____

BY _____ Date _____

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that the John Mayhew, whose name is signed to the foregoing certificate as owner of Mayhew Properties Inc., and who is known to me, acknowledged before me, on this date, that after being duly informed of the contents of said certificate, does execute same voluntarily as such individuals with full authority thereof.

Given under by hand and seal this the _____ day of _____, 2006

Notary Public _____ My Commission Expires _____

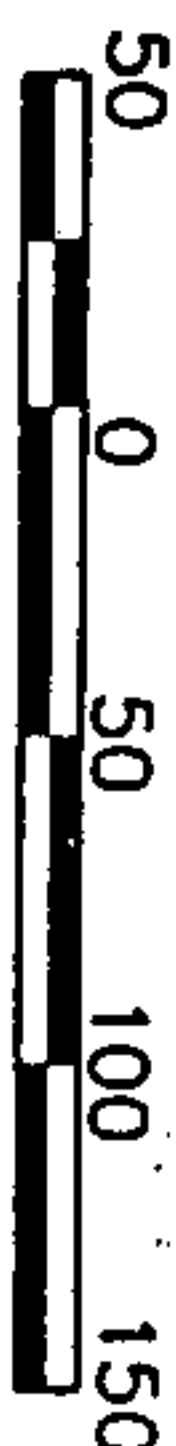
By _____ Date _____

**Officer
Frontier Bank**

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that the name _____ is signed to the foregoing certificate as an officer of Frontier Bank, and who is known to me, acknowledged before me, on this date, that after being duly informed of the contents of said certificate, does execute same voluntarily as such individuals with full authority thereof.

My Commission Expires _____

SCALE IN FEET
(1 IN = 100 FT)



PAVEMENT
WIDTH 22'

NOTES

CONTRACTOR AND/OR DEVELOPER ARE RESPONSIBLE FOR PROVIDING SITES FREE OF DRAINAGE PROBLEMS.

SHELBY COUNTY IS NOT RESPONSIBLE FOR THE MAINTENANCE OF ANY DRAINAGE EASEMENTS SHOWN ON THIS PLAT OUTSIDE THE PUBLIC RIGHT-OF-WAY.

NO FURTHER SUBDIVISION OF ANY PARCEL SHOWN HEREON SHALL BE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE SHELBY COUNTY PLANNING COMMISSION.

OF DRIVEWAY(S). CONTACT THE SHELBY COUNTY HIGHWAY DEPARTMENT AT 669-3880 TO OBTAIN ACCESS PERMIT.

THIS ENTIRE PROPERTY IS LOCATED IN FLOOD ZONE "X", AND NOT WITHIN FLOOD ZONE AREA "AE", AS SHOWN ON THE LATEST FEDERAL INSURANCE RATE MAPS (PANEL NUMBER 01117C 0385D), DATED SEPTEMBER 29, 2006.

ALL EASEMENTS ON THIS MAP ARE FOR PUBLIC UTILITIES, SANITARY SEWERS, STORM DITCHES AND MAYBE USED FOR SUCH PURPOSES TO SERVE THE PROPERTY BOTH WITHIN AND WITHOUT THE SUBDIVISION.

SHELBY COUNTY IS NOT NOW, NOR WILL BE IN THE FUTURE, RESPONSIBLE FOR MAINTENANCE OF PRIVATE ROADS OR EASEMENTS SHOWN ON THIS PLAT.

PRIVATE DRIVEWAYS INTERSECTING COUNTY ROADS SHALL HAVE A MINIMUM RADIUS OF 25 FEET.

SEE SUBDIVISION COVENANTS FOR BUILDING SETBACKS (UNINCORPORATED NO ZONING).

SURVEYOR'S NOTES

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

VICINITY MAP



-124 OAKBROOKE LANE
ALABASTER, AL 35007
PHONE: (205) 685-5300
FAX: (205) 685-5303

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

MEMPHIS INTERNATIONAL AIRPORT

SHELBY COUNTY

GEORGE ROY PKWY.