

BK 04 77 PG 0236

STATE MS.-DESOTO CO. *SS*

JUL 15 1 43 PM '04

**DELTA OUTDOOR ADVERTISING, LLC,
A TENNESSEE LIMITED LIABILITY COMPANY,**

GRANTOR 477 PG 236
- TAYLOR, CH. CLK.

TO

PERPETUAL EASEMENT

TLC PROPERTIES, INC.,

GRANTEE

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, DELTA OUTDOOR ADVERTISING, LLC, a Tennessee Limited Liability Company, does hereby sell, convey, grant and warrant unto TLC PROPERTIES, INC., its successors and assigns, a perpetual easement for the location, construction and maintenance of the outdoor advertising structure or structures and all necessary or desirable appurtenances on, over and upon the following described real property.

A 1250 square foot area in part of the Southeast Quarter of the Northwest Quarter of Section 7, Township 3 South, Range 7 West, City of Hernando, DeSoto County, Mississippi, more particularly described as follows:

Beginning at the Northeast Corner of the Northwest Quarter of Section 7, Township 3 South, Range 7 West, thence in a westerly direction a distance of 1074.5 feet to a point in the East right-of-way of I-55 Highway; thence South 25 degrees 10 minutes East along said right-of-way a distance of 1422.40 feet to the Point of Beginning of the following lot; thence South 25 degrees 10 minutes East along said right-of-way a distance of 20 feet to a point; thence East 50.0 feet to a point; thence North 30 feet to a point; thence West 50 feet to the Point of Beginning and containing 1250 square feet more or less. All bearings are magnetic.

The perpetual easement referred to herein is granted subject to the following terms and conditions:

1. Easement shall consist of a perpetual servitude of use that runs with the land and shall include the right to service, maintain, improve or replace any outdoor advertising structure on the property described. This right shall include but not be limited to a right of ingress and egress, a right of overhang 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.
2. Grantor agrees that Grantee may trim any and all trees and vegetation in, on or about the easement as often as Grantee deems necessary to prevent obstruction or to improve the appearance of the structure.
3. Grantee, its successors and assigns, hereby specifically hold Grantor, its successor 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.
4. Grantor warrants that it is the sole record owner of the immovable property over which this easement is 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 this easement and to grant, sell and convey the real rights set forth herein to Grantee.

The terms and provisions of this perpetual easement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and legal representatives of Grantor and Grantee.

WITNESS the signature of the Grantor by its duly authorized officer this

the 9th day of July, 2004.

DELTA OUTDOOR ADVERTISING, LLC

BY: Martin B. Daniel
Martin B. Daniel, Chief Manager

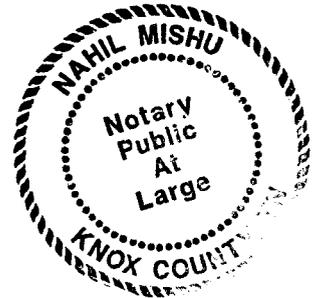
~~TENNESSEE~~
STATE OF ~~MISSISSIPPI~~
COUNTY OF ~~DESO TO~~ KNOX

This day personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the above named Martin B. Daniel, Chief Manager of Delta Outdoor Advertising, LLC, a Tennessee Limited Liability Company, who acknowledged that he signed and delivered the above and foregoing PERPETUAL EASEMENT on the day and date therein mentioned as the free and voluntary act and deed of said company after being first duly authorized so to do.

9th GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this the 9th day of July, 2004.

Nahil M. Shu
Notary Public

My Commission Expires:
March, 5th, 2007



Address of Grantor: 1910 Madison Ave., Memphis, TN 38104
Residence Phone: N/A
Business Phone: 901-246-2084

Address of Grantee: 5551 Corporate Blvd., Baton Rouge, LA 70808
Residence Phone: N/A
Business Phone: 225-926-1000

Prepared by: JAMES W. AMOS, ATTORNEY AT LAW, MSB #1559
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