

**GRANT OF EASEMENT**

**\*UNITED STATES OF AMERICA**

\*

**BY: Glass Crutch, Inc.**

\*

**\*STATE OF OHIO**

**TO: TLC Properties, Inc.**

**\*COUNTY OF MONTGOMERY**

This Grant of Easement ("Agreement") is made this 28th day of December, 2006, by and between Glass Crutch, Inc., whose address is 4707 Old Troy Pike, Dayton, Ohio 45424 ("Grantor"), and TLC Properties, Inc., a Louisiana Corporation, whose address is 5551 Corporate Boulevard, Baton Rouge, LA 70808 (TIN: [REDACTED]) ("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 ("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 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 Thirteen Thousand Dollars (\$13,000.00) 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 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. 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, 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. 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. 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 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.

EASE  
4

\$44.00 01/09/07 09:20:51  
EASE-07-002408 0004  
Montgomery County  
Willis E. Blackshear Recorder

WITNESS this 25 day of December, 2006

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

GRANTOR:  
Glass Crutch, Inc. by:

Debra Roach  
Debra Roach, Owner

STATE OF Ohio

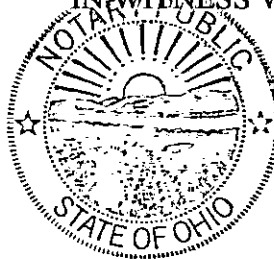
COUNTY OF Montgomery

On this the 25 day of December, 2006.

Before me, Joel Ferguson  
(Print name of Officer/Notary Public)

the undersigned, a Notary Public, personally appeared Debra Roach, Owner, known or satisfactorily proven to me to be the person(s) whose name(s) are described to the within instrument and acknowledged to me that he/she executed the same for purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



JOEL FERGUSON, Notary Public  
In and for the State of Ohio  
My Commission Expires Nov. 8, 2008

Joel Ferguson

Notary Public

This Instrument Prepared By:  
John H. Stachler, Attorney at Law  
214 West Monument Ave.  
Dayton, Ohio 45402

# **BCR LAND SURVEYING COMPANY**

**REGISTERED PROFESSIONAL LAND SURVEYORS**

November 10, 2006

## **SIGN EASEMENT**

Together with a easement being more particularly described as follows: Beginning at the northwest corner of the above mentioned tract; thence along the north line, South 88°45' East for 130.27 feet; thence departing said line, South 01°15' West for 19.00 feet to the Point of Beginning; thence South 88°45' East for 31.00 feet, South 01°45' West for 21.00 feet, North 88°15' West for 31.00 feet, North 01°15' 00" East for 21.00 feet to the Point of Beginning, containing 0.015 acres.

Legal Description  
For File: 0608113

**Situated in the County of Montgomery, in the State of Ohio and in the Township of Mad River now known as the City of Riverside and in the Northwest Quarter of Section 26, Town 2, Range 8 MRS, being part of 4.92 acre tract conveyed to Frank Gudlis and recorded in Deed Book 1420 Page 445 of the records of said County. The premises herein conveyed and being more particularly bounded and described as follows:**

**Beginning at an iron pin in the center of Old Troy Pike bearing North 8 degrees 30' East a distance of 311.37' from an iron pin at the center line intersection of said Old Troy Pike and Needmore Road; thence with the center of Old Troy Pike, North 8 degrees 30' East a distance of 125' to an iron pin in the Northeast corner of said 4.92 acre tract, thence with the north line of said 4.92 acre tract North 88 degrees 45' West a distance of 233.27' to an iron pipe, thence with a line parallel with the center line of said Old Troy Pike, South 8 degrees 30' West a distance of 125' to an iron pin; thence with a line parallel with the north line of said 4.92 acre tract, South 88 degrees 45' East a distance of 2333.27' to an iron pin at the place of beginning. Containing 0.6640 of an acre, more or less.**

**Parcel No. I39-8-3-12**

**Commonly known as: 4707 Old Troy Pike, Dayton, Ohio 45424**