

RESERVATION OF EASEMENT, RESTRICTIONS AND EXCLUSION OF OUTDOOR BULLETIN SIGN(S)

Excepting and reserving unto said Grantor, Roland Properties, a Tennessee General Partnership, its heirs, successors, assigns, and representatives, an express, exclusive, appurtenant, permanent right-of-way easement within which to construct, reconstruct, operate, maintain, inspect, alter, replace, change signs faces, repair and remove outdoor bulletin sign(s) upon the above-described lands situated in the Seventh (7<sup>th</sup>) Civil District of Putnam County, Tennessee ("Property").

Reserved unto Grantor, along with the easement, are the following incidental rights and powers the Grantor, its successors and assigns shall have:

Grantor shall have right of ingress and egress, for the purpose of constructing outdoor bulletin sign(s), and related utilities and improvements, over and across the Property, suitable for the ingress and egress of the trucks and other machinery necessary to maintain and service the outdoor bulletin sign(s), and to locate and construct utilities and improvements necessary for the operation of said outdoor bulletin sign(s);

Grantor shall have reasonable use, including for ingress and egress, of other land owned by Grantee immediately adjacent to the right of way easement and the exercise of the rights herein reserved;

Grantor shall have the right to install, construct, maintain and repair all necessary roadways (including installing culverts or filling in where necessary), structures, devices, power poles, power lines, and connections, above or below ground, on the Property necessary for the operation of the outdoor bulletin signs and to ensure power for the optimum visibility and operation of the outdoor bulletin sign(s);

Grantor shall have the right to keep the easement clear of any trees, vegetation, or other growth or obstruction that may interfere with the operation and optimum visibility of the outdoor bulletin sign(s).

Grantor shall have the right to grant permission to use said easement and its incidental rights and powers unto its Lessees and Lessees' Agents.

Grantee is hereby restricted from excavating or constructing a building, structure or other obstruction of any kind on the property that will obstruct the view of the outdoor bulletin signs from the adjacent public roadway(s), and that Grantee is hereby restricted from destroying, weakening or damaging the outdoor bulletin sign(s) and related utilities, improvements or appurtenances or interfering with the operation thereof. Grantee is hereby restricted from creating or allowing on the Property a light source that will interfere or inhibit the visibility of the signs from any roadway, day or night.

Grantee is hereby restricted from constructing additional outdoor bulletin sign(s) on the Property.

Grantee shall pay all real property taxes as they become due and payable assessed to the Property. Grantor shall pay all personal property taxes or other ad valorem taxes or special assessments attributable to the outdoor bulletin sign(s).

EXCLUDED FROM THE CONVEYANCE and excepting and reserving unto said Grantor, Roland Properties, a Tennessee General Partnership, its heirs, successors, assigns, and representatives, its Lessees and Lessees' agents, is all ownership, right, title, and interest in and to the outdoor bulletin sign(s) and the related structures, sign faces, utilities, license and permits associated therewith, the outdoor bulletin sign(s), including all structures on which the signs are constructed, and the license(s) and/or permit(s) for the signs, whether issued by the city, state or federal government (hereafter collectively "Goods") and said Goods shall at all times be and remain the property of Grantor, Grantor's Lessees and/or Lessees' Agents. Furthermore, Grantor, Grantor's Lessees and/or Lessees' Agents shall have the right to remove any and

all outdoor bulletin sign(s) and related structures or improvements and to move the license(s) and/or permit(s) to any other location separate and apart from Grantee's property, pursuant to the authority and sole discretion of Grantor, Grantor's Lessees and/or Lessees' Agents.