Box 14-A
16924-1

THIS INSTRUMENT PREPARED BY:
JOHN T. COOK, ESQ.
2927 Berry Hill Drive
Nashville, Tennessee 37204

Davidson County DEEDWARR
Recvd: 06/14/04 08:37 7pgs
Fees:38.00 Taxes:277.50
20040614-0069666

ADDRESS NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NOS.
F. A. DeCuyper P.O. Box 94 Arma, KS 66712	New Owner	Map 91-12 Parcel 155

WARRANTY DEED

For and in consideration of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, **HOWARD JOHNSON WAYT, JR. and HAMPTON CHARLES WAYT**, hereinafter collectively called the Grantors, have bargained and sold, and by these presents do transfer and convey unto **F. A. DECUYPER**, hereinafter called the Grantee, his heirs and assigns, certain land in Davidson County, State of Tennessee, described as follows, to-wit:

> LAND in Davidson County, Tennessee, being Lot Nos. 518 and 520 of Block 69 on the Map of Plan No. 1, West Nashville, as of record in Book 57, Pages 74 and 75, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.
>
> Being the same property conveyed to Howard Wayt and wife, Elizabeth Wayt by Deed from Charles K. Gardner and wife, Lois H. Gardner, of record in Book 6638, Page 878, Register's Office for Davidson County, Tennessee. As recited in an Affidavit of Heirship recorded as Instrument No. 20020419-0048830, Register's Office for Davidson County, Tennessee, the said Howard Wayt and Elizabeth Wayt died simultaneously on May 30, 1998, leaving Howard Johnson Wayt, Jr. and Hampton Charles Wayt as their sole heirs at law.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his heirs and assigns, forever; and Grantors do covenant with the said Grantee that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered except as set forth herein; and they do further covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to the said land to the said Grantee, his heirs and assigns, against the lawful claims of all persons whomsoever.

The Grantors hereby expressly retain and reserve unto themselves, their heirs, successors and

assigns, and this conveyance is expressly subject to, the following:

1. A permanent and exclusive easement (hereinafter referred to as the "Sign Easement") to display, maintain, erect, re-erect, paint, repaint (or otherwise cover or recover), repair, maintain, service, remove, replace and reposition, an outdoor advertising structure, including necessary structures, catwalks, devices, and connections (hereinafter collectively referred to as a "Sign") on, over and across all of the Property above the elevation of 135.0 (hereinafter referred to as the "Sign Easement Area"). The Sign Easement specifically includes, without limitation, (i) an overhang easement over and above all existing and future buildings, and (ii) a line of sight easement on, over, and across the Property, such that the view from Interstate Highway 40 of any Sign located on the Sign Easement Area shall not be obstructed. By accepting this conveyance, the Grantee, for himself, his heirs, successors and assigns, covenants and agrees that neither Grantee nor his heirs, successors or assigns shall erect any buildings, obstructions, or other improvements on the Property so as to obstruct the view from Interstate Highway 40 of any Sign located on the Sign Easement Area. In addition, the Grantee, for himself, his heirs, successors and assigns, covenants and agrees that neither Grantee nor his heirs, successors or assigns shall erect any buildings, obstructions, or other improvements on the Property so as to extend above the elevation of 130.0 feet. Grantors and Grantee agree that the space between the said 130.00 foot elevation and the said 135.0 foot elevation shall not be used by Grantors for any portion of the Sign (excepting the Billboard Access Easement and Sign Base Easement uses described below) and shall not be used by Grantee for any building or other improvements, it being the parties intention that said five (5) foot of elevation be a buffer zone between the Grantors' and the Grantee's respective uses. Note that the elevations stated herein are relative to a site determined basis elevation of 100.0 (as shown on the survey referenced on **Exhibits "A" and "B"**) and are not intended to refer to mean sea level.

2. A permanent and exclusive easement (hereinafter referred to as the "Access Easement") to provide maintenance and repair service to the Sign and to allow the Sign to be erected, re-erected, painted, repainted (or otherwise covered or recovered), repaired, maintained, serviced, removed, replaced and repositioned, on, over and across that portion of the Property described on the attached **Exhibit "A"** (hereinafter referred to as the "Access Easement Area"). The Access Easement specifically includes, without limitation, (i) an easement on, over and across the Access Easement Area for such ingress to and egress from the Access Easement Area and the Sign that is reasonably necessary to erect, re-erect, paint, repaint (or otherwise cover or recover), repair, maintain, service, remove and reposition any Sign located on the Sign Easement Area. It is acknowledged and agreed that the Grantors shall have the right to place equipment, machinery, materials, and the Sign Structure itself on the Access Easement Area for periods of time not exceeding seven (7) days in any six (6) month period, except that in the event that it is necessary to replace the Sign, the Easement holder shall be permitted to have an additional seven (7) day period during the said six (6) month time period if the same is necessary to allow the Easement

holder to meet applicable governmental or planning guidelines for replacing the Sign in a timely manner (and to preserve its "grandfathered" status). As a condition of this Easement, the Grantors, for themselves, their heirs, successors and assigns, covenant and agree that Grantors shall provide fifteen (15) days' advance written notice (the "Use Notice") of the Grantors' intent to intensively occupy the Access Easement Area for more than typical transient use, to allow Grantee a reasonable opportunity to relocate any obstructions such as vehicles, temporary storage structures, dumpsters, or other items from the Access Easement Area for the duration of the intensive use period. The parties agree that the Grantee shall be permitted to use the Access Easement Area for storage or parking of vehicles, placing temporary storage structures, dumpsters, or other items into use provided that Grantee shall promptly remove said items from the Access Easement Area for the duration of time specified in the Use Notice.

3. A permanent and exclusive easement (hereinafter referred to as the "Base Easement") to allow for the permanent installation of a pole or other structure to hold or support the Sign, said Base Easement to be on, over and across that portion of the Property described on the attached **Exhibit "B"** (hereinafter referred to as the "Base Easement Area").

The Sign Easement, Access Easement and Base Easement, and the other covenants, agreements and restrictions herein contained are intended to and shall run with the land, and the same shall be binding upon and inure to the benefit of the Grantors and the Grantee, along with their respective heirs, successors and assigns, forever. The Grantors and their heirs and assigns shall be responsible for all taxes, licensing fees and permit fees associated with the Sign and Sign Easement. The Grantors and their heirs and assigns shall maintain hazard and liability insurance on the Sign and Sign Easement. The Grantors and their heirs and assigns shall be responsible for any damage to the Grantee's Property caused by Grantors' and their heirs and assigns use and enjoyment of the Sign Easement, Access Easement, Base Easement, and Sign. The Grantee and his heirs and assigns shall perform all regular yard maintenance on the Property.

Also retained and reserved unto the Grantors, their heirs, successors and assigns, are the following:

A. Possession and control of the Sign presently or hereafter located on the Property.

B. Possession and control of all leases presently in effect or hereafter entered into with respect to the Sign Easement Area, any Sign located on the Sign Easement Area, as any such leases may have been or may hereafter be renewed, amended and/or assigned.

Notwithstanding any provision hereof, the Grantors acknowledge that the Property is presently improved with a house structure. The Grantee shall be free to maintain, improve, expand, replace, or otherwise use and enjoy the said Property and structure subject to the covenants and restrictions provided herein.

IN WITNESS WHEREOF, the Grantors have executed this instrument this 10th day of June, 2004.

Howard Johnson Wayt, Jr.

Hampton Charles Wayt

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Howard Johnson Wayt, Jr, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, this 10th day of June, 2004.

NOTARY PUBLIC
My Commission Expires: 5/30/07

STEPHEN W. ARTHUR NOTARY PUBLIC AT LARGE STATE OF TENNESSEE Comm. Expires 05/30/07

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Hampton Charles Wayt, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, this 10th day of June, 2004.

NOTARY PUBLIC
My Commission Expires: 5/30/07

STEPHEN W. ARTHUR NOTARY PUBLIC AT LARGE STATE OF TENNESSEE Comm. Expires 05/30/07

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $75,000.00.

Affiant

Subscribed and sworn to before me this 10th day of June, 2004.

Notary Public
My commission expires: 5/30/07

WD4A.505

STEPHEN W. ARTHUR
NOTARY PUBLIC AT LARGE
STATE OF TENNESSEE
Comm. Expires 05/30/07

Exhibit "A"

LAND in the 21st Councilmanic District of Nashville, Davidson County, Tennessee, being a part of Lots 518 and 520 on the Plan of West Nashville, Block 69, recorded in Plat Book 57, pages 74 and 75, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING in the South right-of-way of Alabama Avenue at the common corner of Lots 518 and 516 shown on said Plan; thence, leaving said right-of-way and along the line of Lots 516 and 518, South 01° 52' 35" East a distance of 150.0 feet to a 25' alley; thence, along said alley, South 88° 03' 12" West a distance of 50.0 feet to the corner of Lots 520 and 522 shown on said Plan; thence, leaving said alley North 01° 52' 35" West a distance of 77.1 feet to a point; thence, following the building line extended and the exterior edge of the existing building, North 88° 03' 34" East a distance of 32.3 feet to a point; thence, North 02° 33' 34" West a distance of 17.0 feet to a point; thence, South 87° 26' 53" West a distance of 3.4 feet to a point; thence, North 02° 33' 07" West a distance of 13.8 feet to a point; thence, North 87° 26' 53" East a distance of 10.9 feet to a point; thence, North 02° 33' 07" West a distance of 42.1 feet to the South right-of-way of Alabama Avenue; thence, along said right-of-way North 88° 03' 12" East a distance of 11.1 feet to the point of beginning and containing 4900 square feet, more or less.

THE above description was prepared by Patrick S. Coode, Tennessee R.L.S. No. 855. John Kohl & Company, P.C., 400 Seventh Avenue South, Nashville, TN 37203 from a Property Survey of Lots 518 and 520 on the Plan of West Nashville, Block 69 dated May 26, 2004, File No. 51337-377.

BEING part of the same property conveyed to Howard Wayt and wife, Elizabeth Wayt by Deed from Charles K. Gardner and wife, Lois H. Gardner, of record in Book 6638, Page 878, Register's Office for Davidson County, Tennessee. As recited in an Affidavit of Heirship recorded as Instrument No. 20020419-0048830, Register's Office for Davidson County, Tennessee, the said Howard Wayt and Elizabeth Wayt died simultaneously on May 30, 1998, leaving Howard Johnson Wayt, Jr. and Hampton Charles Wayt as their sole heirs at law.

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Exhibit "B"

LAND in the 21st Councilmanic District of Nashville, Davidson County, Tennessee, being a part of Lot 518 on the Plan of West Nashville, Block 69, recorded in Plat Book 57, pages 74 and 75, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING in the South right-of-way of Alabama Avenue at the common corner of Lots 518 and 516 shown on said Plan; thence, leaving said right-of-way and along the line of Lots 516 and 518, South 01° 52' 35" East a distance of 47.00 feet to a point; thence, South 88° 07' 25" West a distance of 11.9 feet to the center of a steel pole, having a diameter of approximately 3 feet. The radius of the proposed easement is to be 3.5 from the center of the steel pole.

THE above description was prepared by Patrick S. Coode, Tennessee R.L.S. No. 855. John Kohl & Company, P.C., 400 Seventh Avenue South, Nashville, TN 37203 from a Property Survey of Lots 518 and 520 on the Plan of West Nashville, Block 69 dated May 26, 2004, File No. 51337-377.

BEING part of the same property conveyed to Howard Wayt and wife, Elizabeth Wayt by Deed from Charles K. Gardner and wife, Lois H. Gardner, of record in Book 6638, Page 878, Register's Office for Davidson County, Tennessee. As recited in an Affidavit of Heirship recorded as Instrument No. 20020419-0048830, Register's Office for Davidson County, Tennessee, the said Howard Wayt and Elizabeth Wayt died simultaneously on May 30, 1998, leaving Howard Johnson Wayt, Jr. and Hampton Charles Wayt as their sole heirs at law.

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