Kramer Advertising
Attn: Jim Schumacher
1690 Elm St
Dubuque IA 52001

DELAWARE COUNTY IOWA
FILED
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DEBORAH L. FRERET
DELAWARE COUNTY RECORDER
No. 00

Preparer Information: Michelle Krail, 5551 Corporate Blvd. Baton Rouge, LA 70808

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GRANT OF EASEMENT

This Grant of Easement ("Agreement") is made this 7 day of October, 2003, by and between Gerald F. & Joyce M. Tucker, whose address is RR1 Box 68, Earlville, IA 52041 ("Grantor"), and TLC PROPERTIES, INC., a Louisiana Corporation, whose address is 5551 Corporate Boulevard, Baton Rouge, LA 70808 (TIN: 72-0640751) ("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, construction and maintenance of the existing outdoor advertising structures and all necessary or desirable appurtenances on, over and upon the following described real property.

Northwest fractional quarter of the Northeast quarter except the South 11 acres thereof and except road; the Northeast fractional quarter of the Northwest quarter except the South 11 acres thereof and except road; the Northwest fractional quarter of the Northwest quarter except the subdivision of lots; Lots 8 and 9 of the Subdivision of the West one-half of the Northwest quarter; the Southwest quarter of the Northwest quarter except the subdivision of lots contained therein all in Section 3, Township 88 North, Range 3 West of the 5th P.M., Delaware County, Iowa, and Lots 1,2,3, and 4 and lots 8 and 9 of Section 3, Township 88 North, Range 3 West of the 5th P.M., Delaware County, Iowa.

This easement is for the advertising structures located on the above-described property at approximately the following locations: The Westerly structure of the current structures is located approximately 116' East of the X-47 and Highway 20 intersection and extends from the Highway 20 fence line into the field in a Southerly direction 50' and is 15' wide. The Easterly structure is located approximately 460' East of the West structure and extends 50' into the field from the Highway 20 fence line with a width of 15'. The access to these structures is along the outside of the field along the inside edge of fence line/or property only.

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 a perpetual easement subject to the following terms and conditions:

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 the existing outdoor advertising structures 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. Grantor agrees that Grantee may trim any or 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. 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 fee simple record owner of the real property to be subjected to this Easement, that such real property is not subject to any liens, that such real 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 rights set forth herein to Grantee.

TO HAVE AND TO HOLD the Easement, together with all and singular the rights and appurtenances thereto in any way belonging unto the Grantee, its successors and assigns, forever; and Grantor does hereby bind Grantor, Grantor's successors and assigns, TO WARRANT and FOREVER DEFEND all and singular the Easement and rights appurtenant unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS this 7 day of October, 2003.

WITNESSES:

Jeanne M. Koenpel

Jeanne M. Koenpel

GRANTOR:

Gerald F. Tucker
Gerald F. Tucker

Joyce M. Tucker
Joyce M. Tucker

STATE OF IOWA

COUNTY OF DELAWARE

On this, the 7 day of October, 2003

Before me, JoAnn K. Hawkins
(Printed name of Officer/Notary Public)

the undersigned a/an Notary Public, personally appeared
(Notary Public/Officer)

Gerald F. Tucker & Joyce M. Tucker
(Individual name(s) that appeared before Notary/Officer)

known (or satisfactorily proven) to me to be the person(s) whose name(s)

are subscribed to the within instrument and acknowledged to me
(is/are)

that they executed the same for the purposes therein contained.
(he/she/they)

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

Jo Ann K. Hawkins
(Signature of Officer/Notary Public)

NOTARIAL SEAL IOWA

JOANN K. HAWKINS
COMMISSION NO. 101422
MY COMMISSION EXPIRES
12/10/04

Preparer information: Dan McClean, 401 First Avenue East, Dyersville, Iowa 52040, 563-875-6002

SUBORDINATION AND RELEASE AGREEMENT

THIS AGREEMENT is made and entered into on this 23 day of ~~August~~ September, 2003, by Donald W. Lueck and Verna Mae Lueck, husband and wife, hereinafter referred to as Vendees, in favor of TLC Properties, Inc., a Louisiana corporation, it's successors and assigns, hereinafter referred to as "Grantee."

RECITALS

Vendees have a real estate contract with Grantors Gerald F. Tucker and Joyce M. Tucker, husband and wife, filed for record on the 23rd day of June, 1995 in Book 135, Page 82 of the records of the Delaware County, Iowa, recorder. Grantors desire to convey an easement to Grantee (the Grant of Easement) for the location, construction, operation and maintenance of outdoor advertising structures, affecting the property secured by said real estate contract. The location for said easement shall coincide with the current location of said outdoor signage. Grantor and Grantee have requested that Vendees execute this instrument.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vendees agree to forever subordinate the real estate contract to the Grant of Easement in favor of Grantee, and to release from the effects of the Real Estate Contract the rights of Grantee, its successors and/or assigns, but only insofar as it bears upon and affects the easement rights of Grantee to use the property for the location, construction, operation and maintenance of outdoor advertising structures.

IN WITNESS WHEREOF, Vendees have executed this instrument on the day and date first set forth above.

Donald W. Lueck

Verna Mae Lueck, Vendees

STATE OF IOWA, COUNTY OF DUBUQUE, SS:

This instrument was acknowledged before me on the 23 day of ~~August~~ September, 2003, by Donald W. Lueck and Verna Mae Lueck.

Notary Public in and for said County and State

7/12/04