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### Deed of Easement for Monopole Sign Structure

<b>DATE:</b>	<b>August 2, 2019</b>
<b>GRANTOR:</b>	<b>Yocum Silver Mine, Inc. a Missouri Corporation, whose address is PO Box 1073, Branson West, MO 65737</b>
<b>GRANTEE:</b>	<b>Ayres Outdoor Inc., a Missouri corporation, whose address is 18787 Business 13, Branson West, MO 65737</b>
<b>EASEMENT AREA:</b>	<b>The West 40 feet and a 50x50 area in the south west corner of the real estate described on Exhibit A, page 4, including ingress-egress across existing and future driveways on the real estate.</b>

In consideration of the terms, covenants and conditions contained in this lease, Grantor hereby grants and conveys an easement to Grantee on the following terms, relating to the Easement Area described above:

#### Recitals:

1. Grantor is the sole owners of the real estate described on Exhibit A, which includes the Easement Area (the "Lots"), and no consents from other parties are required for the grant of the easement made by this instrument.
2. The purpose of this deed is to provide evidence of the conveyance of a permanent way for each Grantee and its respective successors and assigns to erect, repair, maintain, rebuild, replace, remove and operate within the Easement Area, a single monopole structure to which signs (which may be billboard faces or electronic signs or both) and electronic communication devices of other types may be placed without limitation as to duration. The monopole and associated signs, devices and equipment are referred to in this deed as the "sign structure."

**NOW, THEREFORE**, for good and valuable consideration, each Grantor does hereby grant, bargain, sell and convey a permanent easement over the Easement Area to run with the land, to the other Grantee and each Grantee's respective successors and assigns, on the following terms:

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1. Grantor represents that the foregoing Recitals accurately state Grantor's understanding of the general purpose of this deed.
2. In the Easement Area, without blocking ingress or egress, Grantee may erect or maintain, a single monopole structure, which may have the maximum number and size of sign faces as permitted by applicable regulations. Other electronic communication devices and equipment, such as cameras, receivers, antennae and relays, may be placed on the sign. No consents of the Grantor shall be required for changes in the sign faces; however any replacement, repair or maintenance of the sign that can be expected to substantially impair the use of Grantor's property by Grantor or others shall be performed at times arranged by Grantor and Grantee in advance, except with respect to emergencies, such as repairs after a storm. The easement granted by this deed includes the right of Grantee to install electric service to the sign structure, either above or below ground.
3. Except as provided in this deed, the rights of use of the easement shall be perpetual and run with the land to the heirs, successors and assigns of Grantor and Grantee, which means that any party owning or leasing the real estate described on Exhibit A is bound by the terms of the easement granted by this deed, and Grantee may convey the rights provided by this deed to another party, who will be bound by its terms. No separate conveyance of an easement is necessary to give a grantee the right to use the Easement Area for ingress and egress.
4. As a part of the consideration given by Grantee for this deed, Grantor agrees to refrain from granting a license, an easement or a lease for any part of the real estate described on Exhibit A for the purpose of advertising any activity or enterprise not taking place on the real estate described on Exhibit A. Nor will Grantor obstruct the visibility of the signs on the sign structure nor permit Grantor's tenants to do so.
5. Grantor disclaims any interest in the revenue received by Grantee or others from the sign structure and acknowledges that this deed does not create any partnership or joint venture between Grantor and Grantee.
6. If all or part of the Easement Area is condemned by a public utility or governmental entity, Grantor will allow Grantee to relocate the sign structure on Grantor's real estate described on Exhibit A and shall allow Grantee to negotiate with and be compensated by the condemnor for any damages, including but not limited to relocation, loss of revenue and the value of the easement granted by this deed.
7. The following conditions apply for the indefinite continuation of the easement granted by this deed:
  - a. Grantee shall pay when due all taxes of any kind relating to the sign structure and the income from the signs, subject to Grantee's right to pay under protest and contest the amounts of taxes assessed.
  - b. Grantee shall promptly pay all contractors for labor and materials provided to the sign structure from time to time, whether for maintenance, repairs, or replacement.
  - c. Grantee shall maintain a policy of commercial general liability insurance relating to the sign structure, and shall name Grantor as an additional insured on any such policies at Grantee's expense, providing evidence of such coverage to Grantor upon Grantor's request.
  - d. Grantee shall indemnify Grantor and hold Grantor harmless from all and any claims relating to the sign structure, including maintenance, repairs, and the sign structure toppling.

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Upon the apparent breach of any of these conditions, Grantor must notify Grantee in writing by certified mail to the address listed above (or at any other address provided by Grantee in writing of Grantee's address) of the nature of the apparent breach. Grantee shall then have 30 business days to cure the apparent breach. If the breach is not cured within this 30-day period, then Grantor may at its option declare this easement to have been terminated by notice in writing to Grantee.

8. Any electrical utility, rural electrical cooperative, governmental entity, special district, cable TV or public service company may use the Easement Area for installing and maintaining underground facilities for electricity, gas, water, sewer, telecommunications, cable TV services, as long as their use does not interfere with the Grantee's ability to maintain and service the monopole structure in the Easement Area.
9. The easement granted by this deed shall not be extinguished by non-use, unless there is no sign structure in the Easement Area for a period of five continuous years.
10. The easement created by this deed may be terminated by the Grantee (or Grantee's successor or assign) by execution and recording of a quitclaim deed referencing the real estate described on Exhibit A.
11. Upon any termination of the easement, Grantee shall have 60 days to remove the sign structure. If removal has not been commenced within the 60 day-period, and pursued diligently, the sign structure shall become the property of the Grantor.

  
 Kelby J Ayres, president Yocum Silver Mine, Inc.

8.2.19  
 date

State of Missouri, Stone County

*Acknowledgment*

On this 2<sup>nd</sup> day of August, 2019, before me appeared **Kelby J Ayres**, personally known to me, who being by me duly sworn, did say that he is the president of Yocum Silver Mine, Inc. and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

KAYSEA SANDERSON  
 Notary Public - Notary Seal  
 STATE OF MISSOURI  
 County of Stone  
 My Commission Expires 10/22/2022  
 Commission # 14630931

  
 Notary Public

My commission expires: 10/22/2022

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**Exhibit A**  
**Legal Description of Grantor's Entire Lot**

**Exhibit A**

**Lot 1 of Silver Thread Development, Phase 1, City of Branson West, Stone County, MO, per recorded plat at Plat Book 68 Pages 43-44, Stone County Records Office.**

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