

This Instrument Prepared By:
Matthew W. Barnes, Esq.
Baker, Donelson, Bearman,
Caldwell & Berkowitz, PC
420 20th Street North, Suite 1600
Birmingham, Alabama 35203

After Recording Return To:

Stewart Title Guaranty Company
National Title Services
1980 Post Oak Blvd, Suite 610
Houston, TX 77056
Attn: William Meadows
033458

STATE OF ALABAMA)

COUNTY OF SHELBY)

Source of Title: Instrument No. 1994-27590



20090602000208910 1/13 \$207.00
Shelby Cnty Judge of Probate, AL
06/02/2009 01:13:11 PM FILED/CERT

Shelby County, AL 06/02/2009

State of Alabama

Deed Tax : \$160.00

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

Business Unit:	874964; MILLER (VINCENT)
Street Address:	1911 HIGHWAY 231
City:	VINCENT
County:	SHELBY
State:	ALABAMA

between

GLOBAL SIGNAL ACQUISITIONS IV LLC,
a Delaware limited liability company
("GSA IV")

and

HAROLD A. MILLER,
a married man
("GRANTOR")

**GRANT OF EASEMENT AND
ASSIGNMENT OF LEASE**

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is made this 30th day of Oct, 2008, by and between **HAROLD A. MILLER**, a married man having a mailing address of 425 Highway 467, Vincent, Alabama 35178-8009 ("Grantor") and **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company, with its national headquarters located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("GSA IV").

1. Description of Grantor's Property.

Grantor is the owner of that certain land and premises in Shelby County, Alabama by grant or conveyance described in the office of the Office of the Judge of Probate of Shelby County, Alabama at Instrument No. 1994-27590, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property")

2. Description of Easement. For good and valuable consideration, the actual consideration paid or to be paid in connection with this Easement being One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00), the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants, bargains, sells and conveys unto GSA IV, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as an approximately 90,000 square foot parcel within Grantor's Property, as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto (the "Easement Area"). The Grantor also grants to GSA IV, its successors and assigns, as part of this Easement, a non-exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a forty foot wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). In the event any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an

additional right-of-way, in form satisfactory to GSA IV, to GSA IV or at GSA IV's request, directly to a public utility, at no cost and in a location acceptable to GSA IV (the "Additional Access Easement"). For any such Additional Access Easement to be effective, such easement shall be recorded in the Office of the Judge of Probate of Shelby County, Alabama. Also, Grantor hereby grants to GSA IV, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in GSA IV's discretion, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and GSA IV shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement.

3. Easement Area. The Easement Area, excluding the Access Easement, shall be used for constructing, maintaining and operating communications facilities, including, without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto for GSA IV's use and the use of its lessees, licensees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that GSA IV's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by GSA IV on the Easement Area. If requested by GSA IV, Grantor will execute, at GSA IV's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by GSA IV in GSA IV's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by GSA IV. In furtherance of the foregoing, Grantor hereby appoints GSA IV as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. Perpetual Easement. This Easement and GSA IV's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

5. **GSA IV's Right to Terminate.** GSA IV shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon GSA IV providing written notice of termination to Grantor. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other. Upon termination of this Easement, GSA IV shall, within a reasonable time, cause the building(s), tower and above ground property on the Easement Area to be removed and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

6. **Hazardous Materials.**

(a) GSA IV shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, GSA IV shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on the Easement Area if caused by GSA IV or persons acting under GSA IV. GSA IV shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning GSA IV's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

(b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold GSA IV harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by GSA IV or persons acting under GSA IV. Grantor shall execute such affidavits, representations and the like from time to time as GSA IV may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

(c) For purposes of this Easement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or

regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

7. **Insurance.** At all times, GSA IV, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of GSA IV's business upon the Easement Area.

8. **Security of GSA IV's Communications Facilities.** GSA IV may construct a chain link or comparable fence around the perimeter of the wireless communications facility.

9. **Removal of Obstructions.** GSA IV has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to GSA IV's use of the Easement Area. GSA IV shall be responsible for disposing of any materials related to the removal of obstructions.

10. **Assignment of Lease Agreement.** The parties hereby acknowledge that Global Signal Acquisitions II LLC, a Delaware limited liability company ("GSA II"), as sublessee, is in possession of the Easement Area pursuant to that certain PCS Site Agreement dated August 20, 1996 by and between STC Five LLC, successor by assignment to Sprint Spectrum L.P., as lessee, and Grantor, as lessor (the "Lease") of which a Memorandum of PCS Site Agreement was recorded in Instrument No. 1997-

14912 in the Office of the Judge of Probate of Shelby County, Alabama. Grantor hereby assigns to GSA IV all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by GSA IV. Grantor further acknowledges that certain improvements are currently located and existing on Grantor's Property which benefit the Easement Area and which may be located outside the Easement Area. Grantor acknowledges and consents to the placement and location of all such existing improvements and agrees that the location of such improvements shall be a part of the Easement Area as defined in Section 2 of this Easement.

11. **Right of First Refusal.** If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, GSA IV shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If GSA IV fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and GSA IV's rights hereunder. If GSA IV fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and GSA IV's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

12. **Real Estate Taxes.** Grantor shall pay all real estate taxes on Grantor's Property; provided GSA IV agrees to reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the presence of wireless communications facilities within the Easement Area. Grantor agrees to provide GSA IV any documentation evidencing the increase and how such increase is attributable to GSA IV's use. GSA IV reserves the right to challenge any such assessment, and Grantor agrees to cooperate with GSA IV in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, GSA IV may, at its option, pay such real estate taxes

(the "Delinquent Taxes") and GSA IV shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 12% per annum (calculated from the date GSA IV pays the Delinquent Taxes until Grantor repays such sums due to GSA IV) and shall have a lien against Grantor's Property with respect thereto.

13. **Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

14. **Enforcement.** In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from GSA IV, GSA IV shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in GSA IV's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by GSA IV as a result of such violation (including, without limitation, GSA IV's reasonable attorneys' fees. All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

15. **Limitation on Damages.** In no event shall GSA IV be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

16. **Recording.** Grantor acknowledges that GSA IV intends to record this Easement with the appropriate recording officer upon execution of this Easement.

17. **Hold Harmless.** Grantor hereby indemnifies, holds harmless, and agrees to defend GSA IV against all damages asserted against or incurred by GSA IV by reason of, or resulting from: (i) the breach by Grantor of, any representation,

warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of GSA IV or its agents. GSA IV hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by GSA IV of any representation, warranty, or covenant of GSA IV contained herein or (ii) any negligent act or omission of GSA IV, excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

18. **Grantor's Covenant of Title.** Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Easement, GSA IV shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to GSA IV's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

19. **Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), GSA IV and its lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease or (ii) any condition on Grantor's Property which interferes with GSA IV's Permitted Use. Each of the covenants made by Grantor in this Section 19 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

20. **Eminent Domain.** If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to GSA IV.

21. **Grantor's Property.** Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects GSA IV's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit GSA IV from using the Easement Area for the uses intended by GSA IV.

22. **Entire Agreement.** Grantor and GSA IV agree that this Easement contains all of the agreements, promises and understandings between Grantor and GSA IV. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or GSA IV in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

23. **Construction of Document.** Grantor and GSA IV acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

24. **Applicable Law.** This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall be Shelby County, Alabama.

25. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if

delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Grantor: Harold A. Miller
425 Highway 467
Vincent, AL 35178-8009

GSA IV: Global Signal Acquisitions IV LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

26. **Assignment.** The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. GSA IV has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, GSA IV has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon GSA IV sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve GSA IV from any further liability or obligation accruing hereunder on or after the date of the assignment.

27. **Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

28. **Mortgages.** This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and GSA IV's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to GSA IV a non-disturbance agreement for each such mortgage, in recordable form.

29. **Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of GSA IV and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and GSA IV's rights hereunder.

30. **Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

31. **Release.** Grantor hereby releases, forgives and forever discharges Global Signal and GSA II, their respective officers, directors, agents, employees and contractors and their respective heirs, representatives, successors and assigns of and from any liabilities, claims and demands of any kind or nature whatsoever, known or unknown, that now exist or may arise in the future (other than due to the gross negligence or willful misconduct of Global Signal or GSA II) against Global Signal or GSA II with respect to the use of the Easement Area prior to the date hereof and any impact on or damage done to Grantor's Property prior to the date hereof. Grantor represents and warrants that it has not heretofore assigned to any other person, entity or party any portion, or all, of any claim whatsoever that they may have, or may have had, or may have in the future against Global Signal or GSA II pursuant to the impact on or damage due to the use of the Easement Area or any other damage done to Grantor's Property. Grantor intends to be legally bound by the release set forth herein, and have executed it knowingly and voluntarily, without coercion, and with knowledge of the nature and consequences thereof.

32. **Homestead** Grantor warrants that the Easement area does not constitute the homestead of Grantor or his spouse.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor and GSA IV, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement and Assignment of Lease as of the day and year first written above.

GRANTOR:

Harold A. Miller
HAROLD A. MILLER

STATE OF ALABAMA)

TALLADEGA COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that **HAROLD A. MILLER**, a married man, whose name is signed to the foregoing Grant of Easement and Assignment of Lease is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same on the day the same bears date.

Given under my hand and official seal this the 7th day of NOVEMBER 2008.

Betty L. Jones
Notary Public
My Commission Expires: 2/22/11

(Notary Seal)

GSA IV:

**GLOBAL SIGNAL ACQUISITIONS IV
LLC,**
a Delaware limited liability company

By: [Signature]
Name: R.Christopher Mooney
Title: Director - Land Acquisition Operations

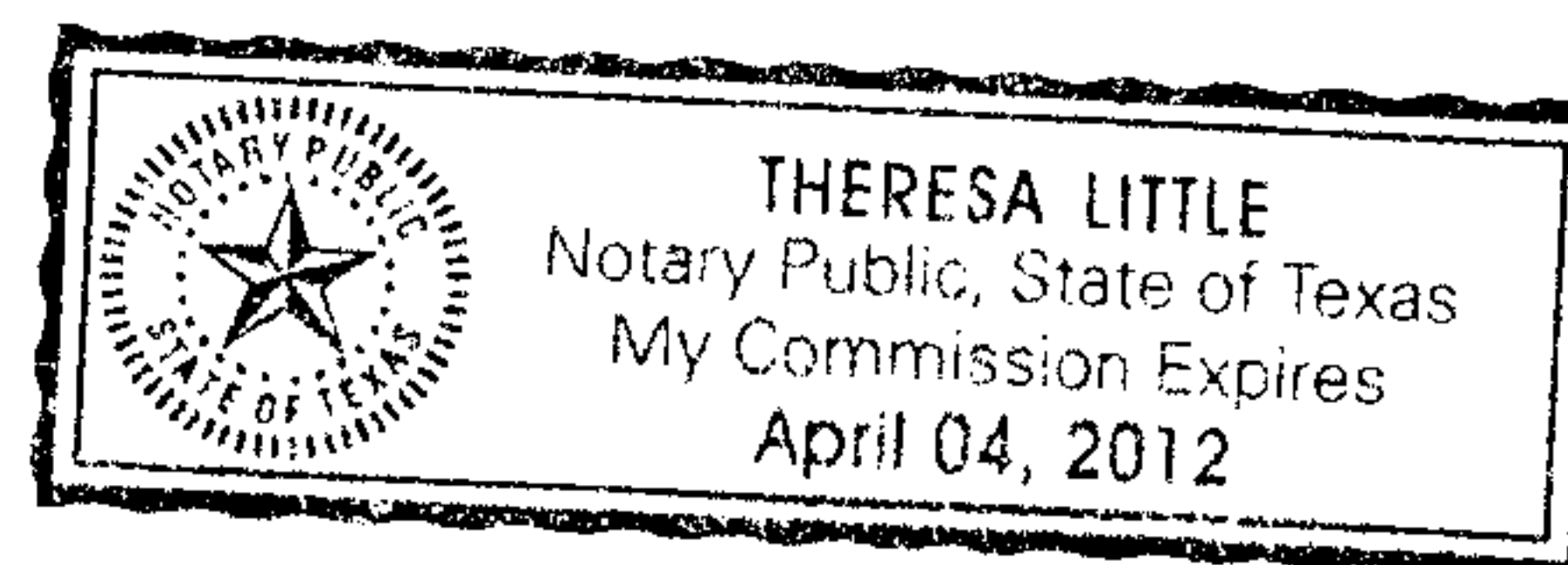
STATE OF TEXAS)
)
HARRIS COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that R.CHristopher MOONEY whose name as DIRECTOR of **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company, is signed to the foregoing Grant of Easement and Assignment of Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of such Grant of Easement and Assignment of Lease, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 30th day of OCTOBER, 2008.

[Signature]
Notary Public
My Commission Expires: 4-4-12

(Notary Seal)





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Shelby Cnty Judge of Probate, AL
06/02/2009 01:13:11 PM FILED/CERT

EXHIBIT A

Grantor's Property

Lease Parcel:

A parcel of land situated in the Southwest Quarter of the Southeast Quarter of Section 35, Township 18 South, Range 2 East, the Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 2, Township 19 South, Range 2 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast Corner of Section 2, Township 19 South, Range 2 East, and run South 89°51'45" West along the north boundary of Section 2 for a distance of 2436.76 feet to a point, said point being the Point of Beginning; thence run South 1°56'46" East for a distance of 114.15 feet to a point; thence run South 88°03'14" West for a distance of 338.95 feet to a point; thence run North 1°56'46" West for a distance of 124.70 feet to a point; thence run North 89°47'09" East for a distance of 115.42 feet to a railroad spike; thence run North 1°56'46" West for a distance of 189.29 feet to a point; thence run North 88°03'14" East for a distance of 223.58 feet to a point; thence run South 1°56'46" East for a distance of 196.35 feet to a point, said point being the Point of Beginning.

continued...

40' Ingress, Egress and Utility Easement:

An easement situated in the South Half of the Southeast Quarter of Section 35, Township 18 South, Range 2 East and the Northwest Quarter of the Northeast Quarter of Section 2, Township 19 South, Range 2 East, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast Corner of Section 2, Township 19 South, Range 2 East and run South 89°54'45" West along the north boundary of Section 2, for a distance of 2416.75 feet to a point; thence run South 1°56'46" East for a distance of 113.51 feet to a point, said point being the Point of Beginning of the centerline of an Ingress, Egress and Utility Easement that lies 20 feet either side of herein described centerline; thence run North 1°56'46" West for a distance of 242.73 feet to a point; thence run on a curve to the right having a radius of 252.28 feet, and arc length of 183.29 and being subtended by a chord bearing North 21°09'21" East for 182.57 feet to a point; thence run North 33°18'50" East for a distance of 76.69 feet to a point; thence run North 28°27'32" East for a distance of 56.78 feet to a point; thence run North 24°00'08" East for a distance of 79.69 feet to a point; thence run North 22°56'13" East for a distance of 66.31 feet to a point; thence run North 22°27'34" East for a distance of 73.72 feet to a point; thence run North 27°18'11" East for a distance of 55.37 feet to a point; thence run on a curve to the right having a radius of 533.54 feet, an arc length of 121.15 feet and being subtended by a chord bearing North 34°44'35" East for 120.89 feet to a point; thence run on a curve to the right having a radius of 548.16 feet, an arc length of 198.83 feet and being subtended by a chord bearing North 63°01'37" East for a distance of 197.74 feet to a point; thence run on a curve to the right having a radius of 242.05 feet, an arc length of 134.58 feet and being subtended by a chord bearing North 89°34'18" East for a distance of 132.95 feet to a point; thence run South 76°39'20" East for a distance of 56.57 feet to a point; thence run South 75°19'18" East for a distance of 82.00 feet to a point; thence run South 88°28'26" East for a distance of 226.39 feet to a point; thence run North 75°40'36" East for a distance of 67.17 feet to a point; thence run on a curve to the right having a radius of 847.58 feet, an arc length of 147.26 feet and being subtended by a chord bearing North 80°50'52" East for a distance of 147.87 feet to a point; thence run North 81°34'32" East for a distance of 74.31 feet to a point; thence run North 85°24'17" East for a distance of 66.87 feet to a point; thence run North 81°51'03" East for a distance of 197.29 feet to the west right of way of U.S. Highway 231 (a 100 foot right of way), said point being the terminus of easement.


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Shelby Cnty Judge of Probate, AL
06/02/2009 01:13:11 PM FILED/CERT

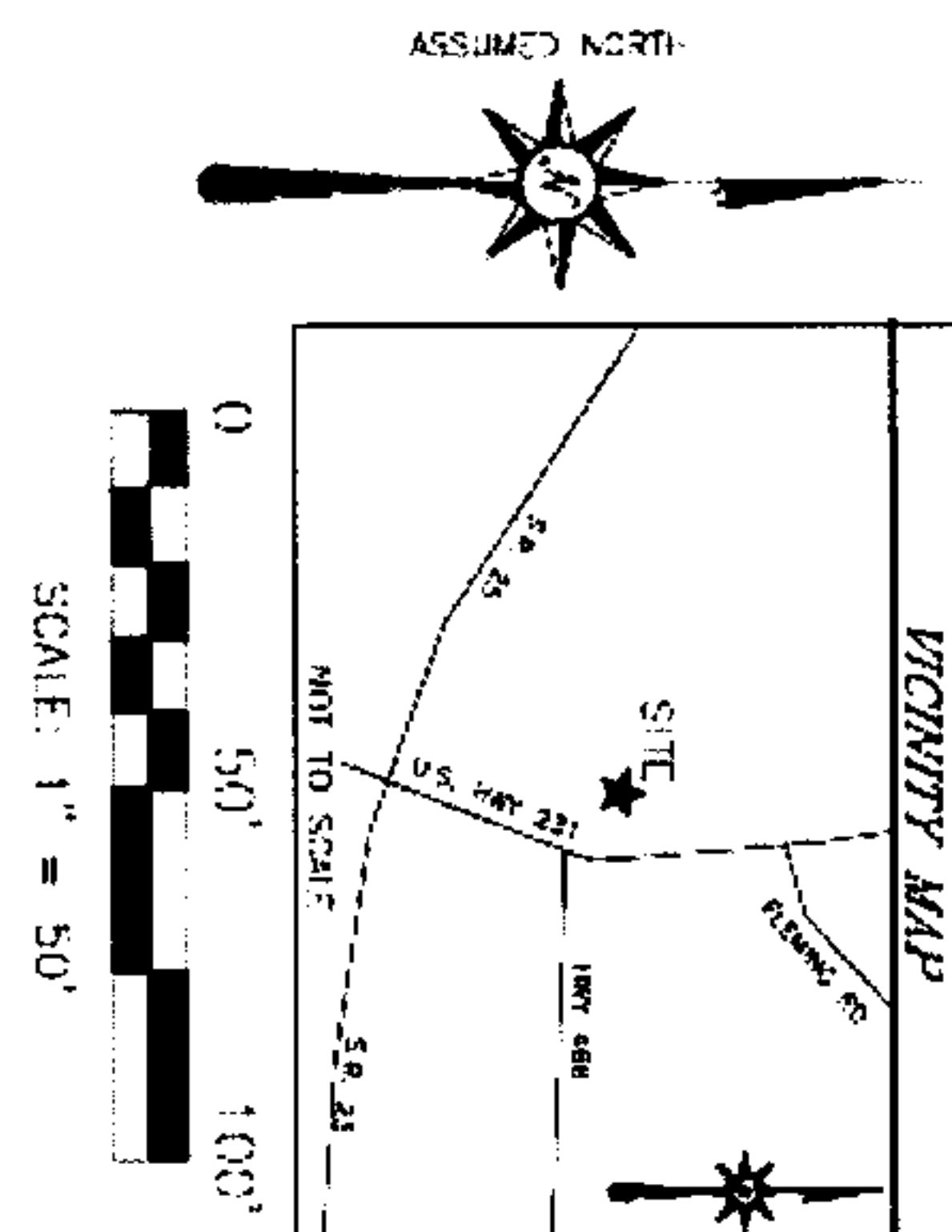
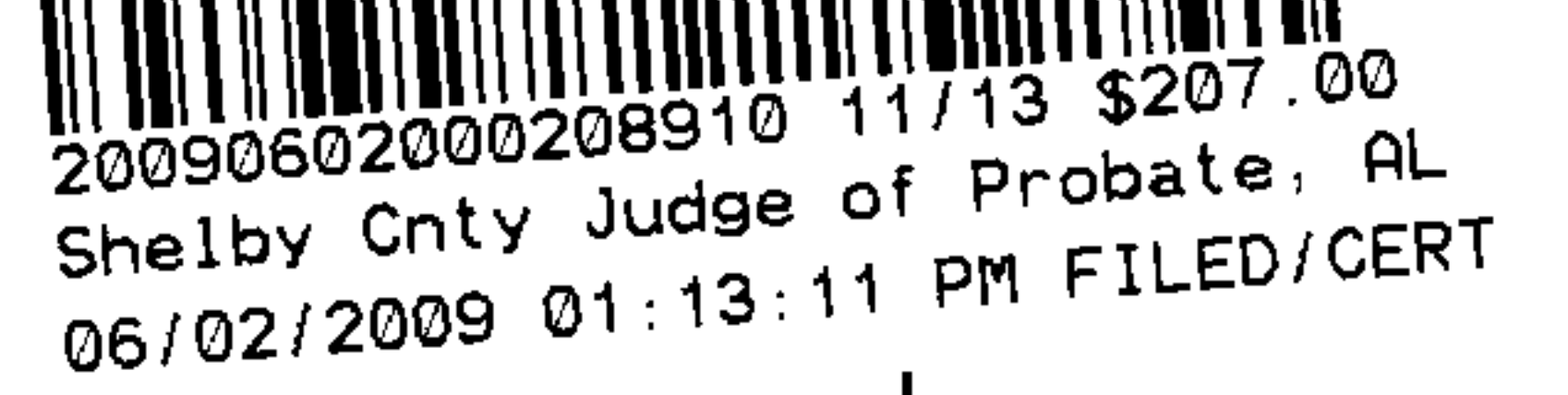
EXHIBIT B

Site Plan

See Attached

B-1

BU#874964; Miller (Vincent)
B LNM1 804441 v1
1035130-004957



LEGEND

G - 3/8" CAPPED REBAR SET
(SWN IS 19753)

● - FOUND PROPERTY MARKER

○ - SET IN NAIL

POB - POINT OF BEGINNING

POC - POINT OF COMMENCEMENT

POF - POINT OF FINISH

▲ - CALCULATED POINT

(R) - RECORDED INFORMATION

R - POWER POLE

U - GUY ANCHOR

D - POWER BOX

II - TELEPHONE P.D. STAL

— - - - - POINT OF -WAY

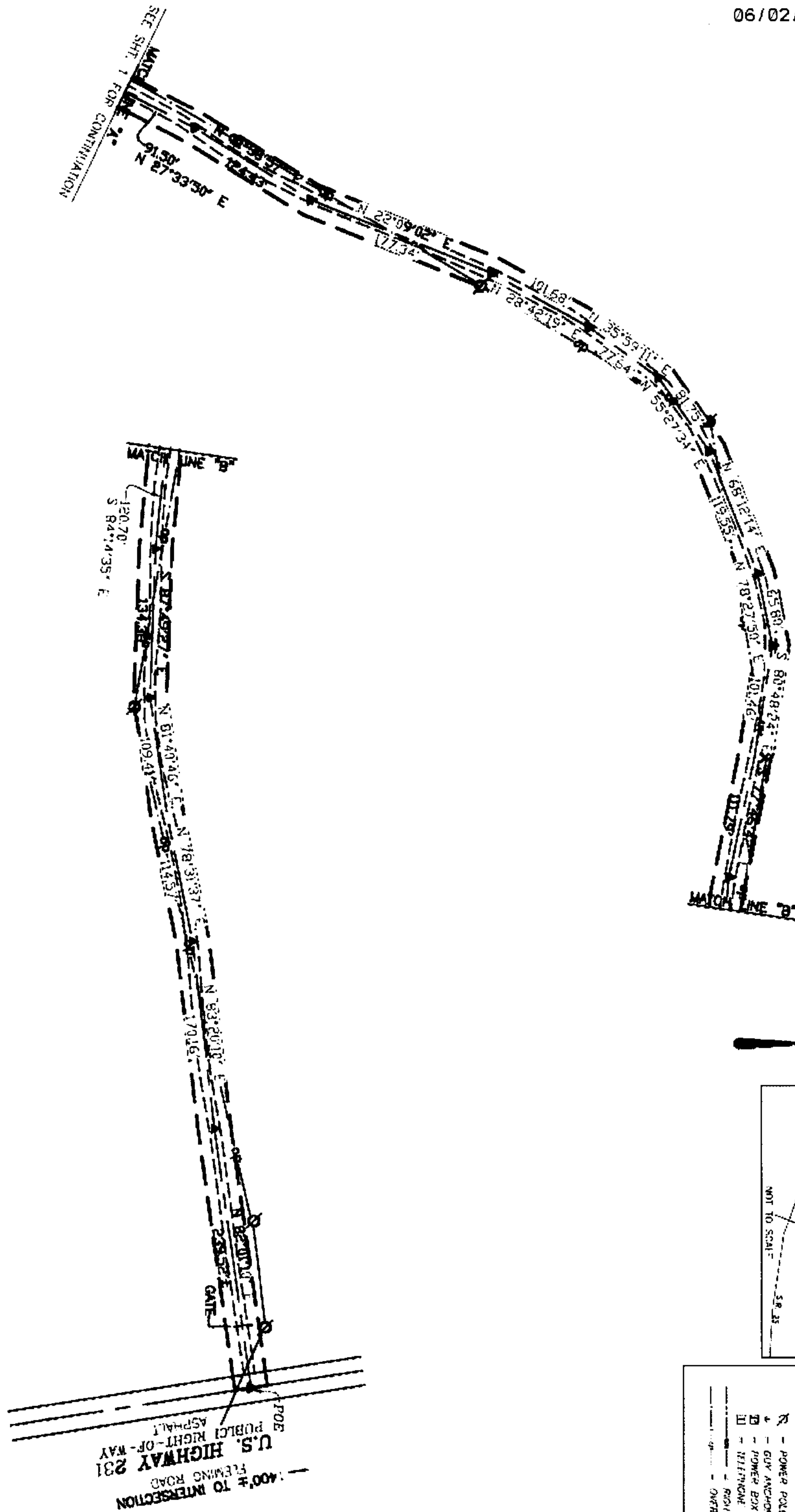
— - - - - OVERHEAD POWER

1911 HIGHWAY 231
VINCENT, ALABAMA
874964
SE 1/4, SEC. 35, T-19-S, R-2-E
SHELBY COUNTY, ALABAMA

 SNW engineering group, inc.	SNW Engineering Group, Inc. 208 Oak Mountain Circle Pelham, Alabama 35124 (205) 252-6985 Fax: (205) 320-1504	TYPE OF SURVEY		TOWER PARCEL		NO.	REVISIONS		DATE	REV. BY
		CLIENT		LOCKARD & WHITE			DESCRIPTION			
		: 4511 FALLING CREEK, SUITE 507 HOUSTON, TEXAS, 77014								
		APPROVED	DESIGNED	DRAWN	CHECKED		PROJECT NO.			
WCH	N/A	BC	AKK	00-7235						
	DATE	SCALE	BY	SHEET	OF					
	05/16/08	1" = 40'		1	5					



20090602000208910 12/13 \$207.00
Shelby Cnty Judge of Probate, AL
06/02/2009 01:13:11 PM FILED/CERT



MCOSBY
1911 HIGHWAY 231
VINCENT, ALABAMA
MILLER (VINCENT)
874964
SE 1/4, SEC. 35, T-19-S, R-2-E
SHELBY COUNTY, ALABAMA



SMW Engineering Group, Inc.
208 Oak Mountain Circle
Pelham, Alabama 35124
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TYPE OF SURVEY		TOWER PARCEL	
CLIENT		LOCKARD & WHITE	
		14511 FALLING CREEK, SUITE 507	
		HOUSTON, TEXAS, 77014	
APPROVED DATE	DESIGNED DATE	DRAWN DATE	CHECKED DATE
	09/16/08	09/16/08	09/16/08

REVISIONS		DATE	REV. BY
NO	DESCRIPTION		

EXHIBIT C

20090602000208910 13/13 \$207.00
Shelby Cnty Judge of Probate, AL
06/02/2009 01:13:11 PM FILED/CERT

Easement Area

A parcel of land being a portion of that certain tract of land as recorded in Instrument No. 1995-373090 in the Office of the Judge of Probate, Shelby County, Alabama lying in the SE 1/4 of Section 35, Township 19 South, Range 2 East and being more particularly described as follows:

Begin at a capped rebar (B. Martin) found in place at the Northwest corner of a existing communication tower lease area from a survey drawing prepared by William L. Howell, PLS 16446, dated 6/12/1997; thence run N 88°04'48" E for a distance of 223.56 feet to a 5/8" rebar found; thence S 01°56'46" E for a distance of 310.69 feet to a capped rebar (16446) found; thence S 88°12'01" W for a distance of 339.42 feet to a capped rebar (16446) found; thence N 01°44'26" W for a distance of 124.16 feet to a capped rebar (B. Martin) found; thence N 89°47'37" E for a distance of 115.37 feet to a 5/8" spike found; thence N 01°55'02" W for a distance of 189.27 feet to the Point of Beginning. Said above described parcel contains 1.92 acres, more or less.

Together with a 30' Ingress/Egress and Utility Easement:

Begin at a capped rebar (B. Martin) found in place at the Northwest corner of a existing communication tower lease area from a survey drawing prepared by William L. Howell, PLS 16446, dated 6/12/1997; thence run N 88°04'48" E for a distance of 223.56 feet to a 5/8" rebar found; thence S 01°56'46" E for a distance of 71.71 feet the Point of Beginning of an Ingress/Egress and Utility Easement being 30 feet in width and lying 15 feet on each side of the following described centerline; thence N 32°34'34" E for a distance of 66.19 feet to a point; thence N 31°38'57" E for a distance of 124.43 feet to a point; thence N 27°33'50" E for a distance of 91.50 feet to a point; thence N 22°09'02" E for a distance of 177.34 feet to a point; thence N 28°42'19" E for a distance of 101.68 feet to a point; thence N 35°59'11" E for a distance of 77.64 feet to a point; thence N 55°27'34" E for a distance of 81.75 feet to a point; thence N 68°12'14" E for a distance of 119.55 feet to a point; thence N 78°27'50" E for a distance of 65.80 feet to a point; thence S 80°48'24" E for a distance of 101.46 feet to a point; thence S 77°46'42" E for a distance of 111.79 feet to a point; thence S 84°14'35" E for a distance of 120.70 feet to a point; thence S 87°49'27" E for a distance of 134.36 feet to a point; thence N 81°40'46" E for a distance of 109.41 feet to a point; thence N 78°31'37" E for a distance of 114.57 feet to a point; thence N 83°20'10" E for a distance of 170.16 feet to a point; thence N 82°01'10" E for a distance of 239.52, more or less, to a point on the centerline of U.S. Highway 231 and the Point of Ending. Said above described easement contains 1.38 acres more or less. Less and Except any and all portion of public right-of-way above and across said above described easement.