


**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Jay H. Lindy  
Tower Ventures REIT, Inc.  
4091 Viscount Ave.  
Memphis, TN 38118

  
20100726000236540 1/13 \$248.00  
Shelby Cnty Judge of Probate, AL  
07/26/2010 10:31:35 AM FILED/CERT

**Reli, Inc.**  
**the TITLE and CLOSING PROFESSIONALS**  
3595 Grandview Parkway, Suite 600  
Birmingham, AL 35243  
**TS1000153-CA**

**Value: 200,000.00**

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE GRANT OF EASEMENT

**GRANT OF EASEMENT AND ASSIGNMENT OF LEASE**

Facility:	PelhamTower Site
Street Address:	Martin Street
City:	Pelham
County:	Shelby
State:	Alabama

Between

TOWER VENTURES REIT, INC.  
a Maryland corporation, Grantee

And

Vertical Capital Group, LLC, Grantor

State of Alabama  
Deed Tax : \$200.00

## GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

**THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE** (the "Easement") is made this 27 day of May 2010 by and between Vertical Capital Group, LLC ("Grantor") and TOWER VENTURES REIT, INC., a Maryland corporation, having a mailing address of 4091 Viscount Avenue, Memphis, Tennessee 38118 ("Grantee").

### 1. Description of Grantor's Property.

Grantor is the owner of that certain land and premises in County of Shelby, State of Alabama, by grant or conveyance described in the Public Records of Shelby County, Alabama at Official Records Book \_\_\_\_\_ Page \_\_\_\_\_, 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 TOW HUNDRED TEN Thousand Dollars (\$210,000.00), the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Grantee, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as a 6,500 square foot parcel within Grantor's Property (the "Easement Area"), 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 Grantor also grants to Grantee, its successors and assigns, as part of this Easement, an 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 thirty 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 Grantee, either to Grantee or directly to the public utility at no cost and in a location acceptable to either Grantee or the public utility (the "Revised Access Easement"). For any such Revised Access Easement to be effective, such easement shall be recorded among the public records of Shelby County, Alabama. Also, Grantor hereby grants to Grantee, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in Grantee's discretion, for any construction, repair, maintenance,

replacement, demolition and removal related to the Permitted Use (defined below), and Grantee 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 shall be used for constructing, maintaining and operating a communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto (including utility wires, poles, fiber optics, cables, conduits and pipes) and uses incidental thereto for Grantee'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 Grantee'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 Grantee on the Easement Area. If requested by Grantee, Grantor will execute, at Grantee'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 Grantee in Grantee's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Grantee. In furtherance of the foregoing, Grantor hereby appoints Grantee 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. Grantor agrees not to grant to any other party an easement, lease, license or other right to use all or any part of the Grantor's Property for the Permitted Use, without Grantee's consent.

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

5. Grantee's Right to Terminate. Grantee shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon Grantee 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 except for outstanding liabilities of any party hereunder as of the date of such termination and any other obligation that survives the termination hereof as provided herein.

6. Hazardous Substances and



**Hazardous Wastes.**

(a) Grantee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Grantee 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 Substances or Hazardous Wastes on the Easement Area if caused by Grantee or persons acting under Grantee. Grantee shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Grantee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes 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 Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold Grantee 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 Substances or Hazardous Wastes on Grantor's Property unless caused by Grantee or persons acting under Grantee. Grantor shall execute such affidavits, representations and the like from time to time as Grantee may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on Grantor's Property.

(c) For purposes of this Easement, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto.

7. **Insurance.** At all times, Grantee, 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 Grantee's business upon the Easement Area.

8. **Security of Communications Facilities.** Grantee may construct a chain link or comparable fence around the perimeter of the wireless communications facilities.

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

10. **Assignment of Lease Agreement.** The parties hereby acknowledge that certain unrecorded Option and Lease Agreement, dated June 12, 1997, (the "Lease"), by and between BellSouth Mobility, Inc., as Lessee, and Safehouse of Shelby County, Inc., as predecessor in interest of Grantor, as Lessor. Upon the execution and recording of the Easement in the Real Property Records of Shelby County, Alabama, Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Lease within the Easement Area. Grantor hereby assigns to Grantee all of Grantor's and the lessor's rights, title and interests in the Lease, including but not limited to, the right to amend the Lease: (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 Grantee.

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, Grantee 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 Grantee 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 Grantee's rights hereunder. If Grantee fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and Grantee'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 Grantee agrees to reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the improvements constructed by Grantee. Grantor agrees to provide Grantee any documentation evidencing the increase and how such increase is attributable to Grantee's use. Grantee reserves the right to challenge any such assessment, and Grantor agrees to cooperate with Grantee 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, Grantee may, at its option, pay such real estate taxes (the "Delinquent Taxes") and Grantee shall have the right to collect the



Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of the lesser of 10% per annum or the maximum allowed by law (calculated from the date Grantee pays the Delinquent Taxes until Grantor repays such sums due to Grantee) 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 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 Grantee, Grantee 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 Grantee's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by Grantee as a result of such violation (including, without limitation, Grantee'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 Grantee 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 Grantee intends to record this Easement with the appropriate recording officer upon execution of this Easement.

17. **Hold Harmless.** Each party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Easement Area (or the Grantor's Property of which the Easement Area is a part) by the other party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the other party, its servants or agents. In addition, Grantor shall indemnify and hold Grantee harmless against any claim brought by Lessee under the Lease related to Grantor's obligations to indemnify or hold Lessee harmless pursuant to the terms thereof, together with any loss or expenses incurred by Grantee, including Grantee's attorney's fees.

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, Grantee 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 Grantee's interests in and intended use of the Easement Area; (e) Grantor shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Grantor's Property or any other property owned or controlled by Grantor, either directly or indirectly, in a manner which in any way could result in default of the Lease or otherwise interfere with the operations of Grantee and/or any of Grantee's tenants, licensees or customers and (f) 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), Grantee 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 the communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (ii) any condition on Grantor's Property which interferes with Grantee'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 the Grantee.

21. **Entire Agreement.** Grantor and Grantee agree that this Easement contains all of the agreements, promises and understandings between Grantor and Grantee. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee 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.

22. **Construction of Document.** Grantor



and Grantee 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.

**23. Applicable Law.** This Grant of Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement Area is located. The parties agree that the venue for any litigation regarding this Easement shall be in the County/Parish of the State/Commonwealth in which the Easement Area is located.

**24. 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:

TOWER VENTURES REIT, INC.  
Attn: William Orgel  
4091 Viscount Avenue  
Memphis, Tennessee 38118

Vertical Capital Group, LLC  
Attn: Dan Hasselmann  
5703 Oberlin Dr. Ste 308  
San Diego, CA 92121

**25. 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. Grantee has the right, within its sole discretion and without consent, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area. In addition, Grantee has the right, within its sole discretion and without consent, to grant sub-easements over any portion of the Easement Area. 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 Grantee sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve Grantee from any further liability or obligation accruing hereunder on or after the date of the assignment.

**25. 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.

**26. 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 Grantee'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 Grantee a non-disturbance agreement for each such mortgage, in recordable form.

**27. 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 Grantee'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 Grantee from using the Easement Area for the uses intended by Grantee.

**28. Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of Grantee 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 Grantee's rights hereunder.

**29. 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.



**30. Grantor's Ongoing Obligations.** Grantor shall:

- (a) not suffer or allow any breach, default or event of default by Grantor to occur under the Lease;
- (b) not take any action, or fail to take action, for the purpose of, or with the effect of, terminating the Lease or inducing or causing a tenant to exercise, or not to exercise, a right to renew or extend the Lease; and
- (c) promptly forward to Grantee any written notice or communication by, to or from Grantor and any tenant, government authority, taxing authority, service provider, lender, mortgagee or otherwise which may affect the Lease or any existing or future lease or other agreement at or upon the Grantor's Property or which notice may affect or relate to the Grantor's Property or the operation or function thereof in any manner or respect.

If Grantor has failed, after reasonable notice and opportunity to perform any covenant, obligation or duty which Grantor is bound to perform hereunder or any other agreement or the Law relating to the Lease, then Grantee may, but without any obligation to do so, from time to time and at any time, without releasing the Grantor from any obligation herein or under the Lease, perform such covenant, obligation or duty, and Grantor within thirty (30) days of receipt of an invoice therefor shall reimburse Grantee all reasonable costs and expenses incurred by Grantee in connection therewith, including attorneys' fees.

**31. Additional Tenants.** It is the intent of the Parties to encourage the addition of tenants to the Easement Area throughout and after the term hereof. Grantor hereby irrevocably constitutes and appoints Grantee as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to negotiate and consummate leases, licenses and/or other agreements of use with tenants and all rights and remedies of Grantor under the Lease and any renewals, modifications or amendments thereof, as well as new agreements with new tenants or licensees. Grantor ratifies and acknowledges the right of Grantee to enter into such agreements, and the Grantor's Property and Grantor shall be bound by such agreements throughout and after the termination of this Agreement for any reason. Grantor acknowledges that all such agreements entered into by Grantee shall survive the termination of this Agreement for any reason. Grantor agrees that it shall not, directly or indirectly, divert or solicit the business of any of Grantee's tenants or licensees on behalf of itself or on behalf of any third party.

**32. Cooperation by Grantor.** From time to time hereafter, (a) Grantor shall promptly furnish to Grantee such information (including documents and

records in Grantor's possession, custody or control) regarding Grantor's ownership of the Grantor Property as Grantee reasonably requests; and (b) Grantor shall promptly execute any confirmatory or related documents, easements, agreements or applications relating to the Easement Area, improvements or installations thereon to the extent that the same are necessary, required or advisable and/or requested by a tenant, any governmental authority or Grantee, its stockholders, members, partners, affiliates or lenders. Grantor shall promptly deliver to Grantee a copy of any written communication that Grantor receives from a tenant or any other person relating to the Lease or the Easement Area.

**30. Rule Against Perpetuities.** If the rule against perpetuities or any other rule of law would invalidate this Easement or any portion or provision hereof or would limit the time during which the entire Easement or any portion or provision thereof shall be effective due to the potential failure of an interest in property created therein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the state in which the Easement Area is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

[Remainder of Page Intentionally Blank]

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

GRANTEE:  
TOWER VENTURES REIT, INC.

By: [Signature]  
William Orgel  
Its: President

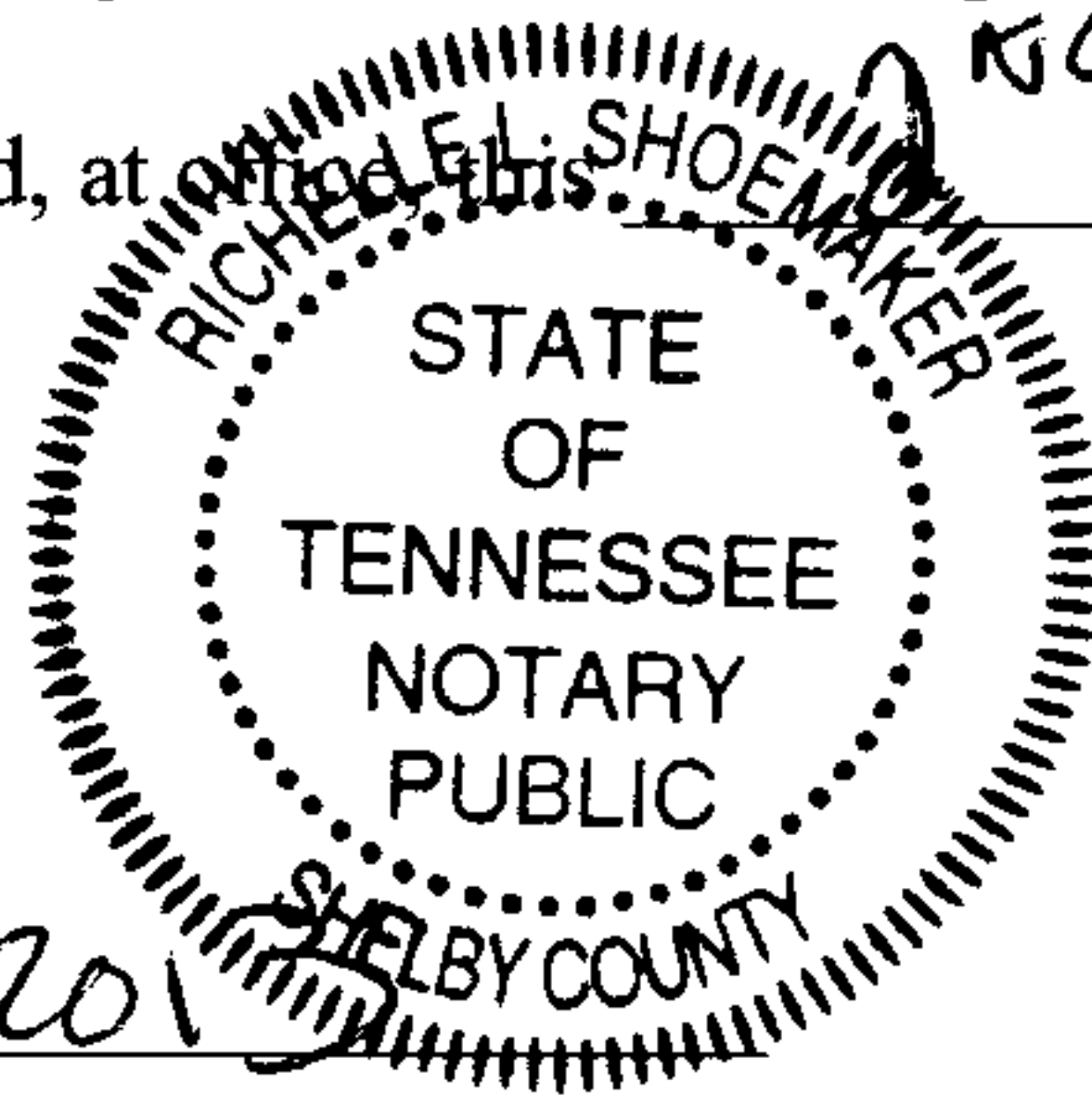
State of Tennessee  
County of Shelby

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of TOWER VENTURES REIT, INC. and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at Memphis day of June, 2010.

My Commission Expires:

August 23, 2012



[Signature]  
Notary Public

[Grantors Signature and Acknowledgement appear on the following page.]



20100726000236540 8/13 \$248.00  
Shelby Cnty Judge of Probate, AL  
07/26/2010 10:31:35 AM FILED/CERT

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

GRANTEE:

VERTICAL CAPITAL GROUP, INC.

By: [Signature]  
Its: President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_ and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

SEE ATTACHED FORM FOR  
NOTARY CERTIFICATE

Witness my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



# California all purpose Certificate of Acknowledgment



20100726000236540 9/13 \$248.00  
Shelby Cnty Judge of Probate, AL  
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State of California

County of San Diego } ss

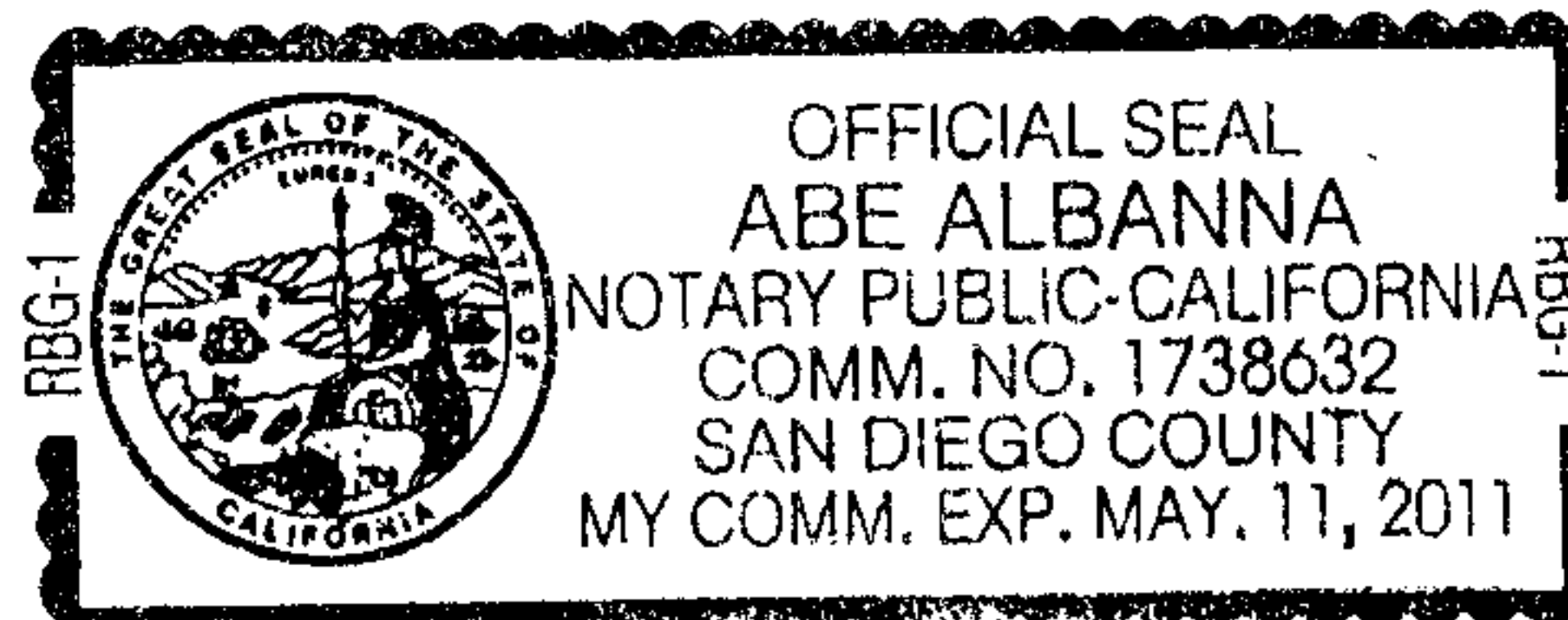
On 6/3/10, Abe Albanna / Notary Public before me, personally  
Date (Here insert name and title of the officer)

appeared Daniel John Hesselman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Abe Albanna  
Signature of Notary Public



(Notary Seal)

## OPTIONAL SECTION

### DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document Grant of Easement And Assignment of Lease

Document Date \_\_\_\_\_ Number of Pages \_\_\_\_\_

### CAPACITY(IES) CLAIMED BY SIGNER

Name of Signer \_\_\_\_\_


Title(s) \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



## EXHIBIT A

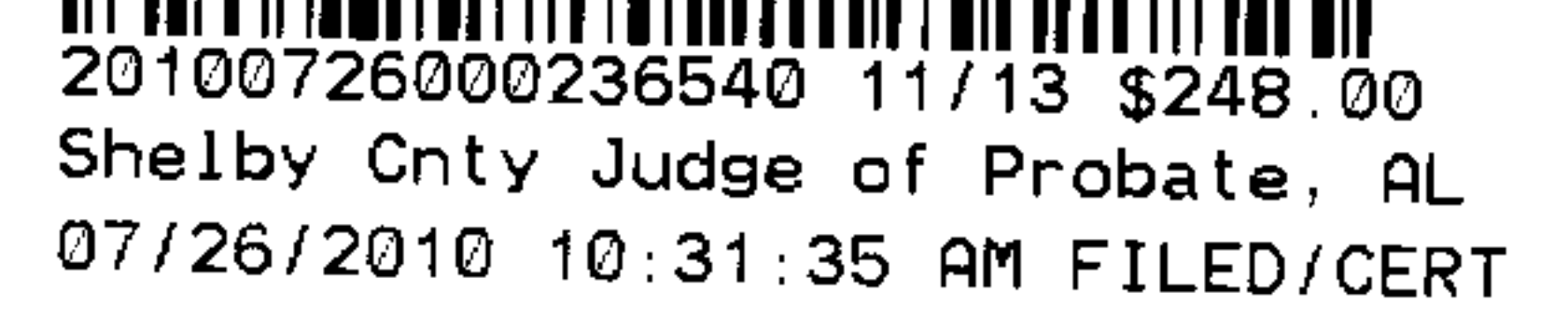
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Shelby Cnty Judge of Probate, AL  
07/26/2010 10:31:35 AM FILED/CERT

A tract of land situated in Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southwest corner of said Section 13; thence run in an Easterly direction along the South line of said Section 13 for a distance of 1674.19 feet to a point; thence turn an angle to the left of 65 degrees, 01 minutes, 56 seconds and run in a Northeasterly direction for a distance of 133.85 feet to an iron pin set at the point of beginning; thence continue along last stated course for a distance of 155.44 feet to an iron pin set; thence turn an angle to the left of 5 degrees, 06 minutes, 29 seconds and run in a Northeasterly direction for a distance of 130.06 feet to an iron pin set; thence turn an angle to the left of 3 degrees, 19 minutes, 18 seconds and run in a Northeasterly direction for a distance of 100.29 feet to an iron pin set; thence turn an angle to the right of 7 degrees, 19 minutes, 57 seconds and run in a Northeasterly direction for a distance of 79.62 feet to an iron pin set; thence turn an angle to the right of 5 degrees, 11 minutes, 00 seconds and run in a Northeasterly direction for a distance of 82.07 feet to an iron pin set on the South right of way line of Plantation Pipe Line; thence turn an angle to the left of 114 degrees, 53 minutes, 36 seconds and run in a Westerly direction along the South line of said Plantation Pipe Line for a distance of 170.89 feet to an iron pin set; thence turn an angle to the left of 74 degrees, 25 minutes, 15 seconds and run in a Southwesterly direction for a distance of 554.82 feet to an iron pin set; thence turn an angle to the left of 110 degrees, 50 minutes, 16 seconds and run in an Easterly direction for a distance of 155.00 feet to the point of beginning. ALSO a 20 foot nonexclusive easement for ingress, egress and utilities with centerline being more particularly described as follows: Commence at the Southwest corner of said Section 13; thence run in an Easterly direction along the South line of said Section 13 for a distance of 1674.19 feet to a point; thence turn an angle to the left of 65 degrees, 01 minutes, 56 seconds and run in a Northeasterly direction for a distance of 133.85 feet to an iron pin set; thence turn an angle to the left of 115 degrees, 03 minutes, 57 seconds and run in a Westerly direction for a distance of 155.00 feet to an iron pin set; thence turn an angle to the right of 110 degrees, 50 minutes, 16 seconds and run in a Northeasterly direction for a distance of 554.82 feet to an iron pin set on the South right of way line of Plantation Pipe Line; thence turn an angle to the right of 74 degrees, 25 minutes, 15 seconds and run in an Easterly direction along the South line of said Plantation Pipe Line for a distance of 27.05 feet to a point on the centerline of an existing asphalt drive, said point being the point of beginning of an easement lying 10 feet either side of the following described centerline; thence turn an angle to the left of 79 degrees, 47 minutes, 05 seconds and run in a Northeasterly direction for a distance of 25.85 feet to a point; thence turn an angle to the right of 1 degree, 31 minutes, 37 seconds and run in a Northeasterly direction for a distance of 196.64 feet to a point; thence turn an angle to the left of 5 degrees, 35 minutes, 15 seconds and run in a Northeasterly direction for a distance of 44.25 feet to a point; thence turn an angle to the left of 37 degrees, 09 minutes, 46 seconds and run in a Northwesterly direction for a distance of 23.47 feet; thence turn an angle to the left of 61 degrees, 49 minutes, 15 seconds and run in a Northwesterly direction for a distance of 20.89 feet to a point; thence turn an angle to the left of 43 degrees, 24 minutes, 35 seconds and run in a Southwesterly direction for a distance of 31.30 feet to a point; thence turn an angle to the left of 10 degrees, 44 minutes, 33 seconds and run in a Southwesterly direction for a distance of 228.60 feet to the centerline of Marlin Street and the end of said easement.

All being situated in Shelby County, Alabama.





PORT OF LOS ANGELES  
CALIFORNIA

Scale: 1:50,000

Legend:

- PORT OF LOS ANGELES
- Harbor
- Major Roads
- Minor Roads
- Waterways
- Landmarks
- Buildings
- Vegetation
- Topography

Map of the Port of Los Angeles, California, showing the harbor, major roads, and surrounding areas. The map includes a scale bar, a compass rose, and a legend.



## EXHIBIT C – EASEMENT AREA AND ACCESS EASEMENT

Commencing at a 3 inch iron pipe in concrete that is the Southwest corner of the Southwest quarter of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama and run thence South 88 degrees 11 minutes 04 seconds East for a distance of 1672.79 ft.; thence run North 26 degrees 50 minutes 09 seconds East for a distance of 133.85 ft. to a capped rebar at the Southeast corner of the Safehouse of Shelby County, Inc. property that is recorded by deed as Instrument # 1995-16799 in the land records of Shelby County, Alabama for a POINT OF BEGINNING; thence run North 88 degrees 13 minutes 48 seconds West along the South line of the Safehouse of Shelby County, Inc. property for a distance of 72.80 ft. to a 1\2 inch rebar (set); thence run North 28 degrees 22 minutes 41 seconds East along a line that is 10 ft. westwardly from and parallel with the west fence line of a communication tower site compound for a distance of 114.64 ft. to a mag nail in a boulder; thence run South 63 degrees 06 minutes 18 seconds East along a line that is 10 ft. northerly from and parallel with the North fence line of a communication tower site compound for a distance of 62.86 ft. to a 1\2 inch rebar (set) on the East property line of the Safehouse of Shelby County, Inc. property; thence run South 26 degrees 50 minutes 09 seconds West along the east line of the Safehouse of Shelby County, Inc. property for a distance of 83.69 ft. to the POINT OF BEGINNING.

All lying and being in the Southwest Quarter of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama and contains 6361.9 square feet or 0.146 acres.

Also a 30 ft. easement for the purpose of ingress, egress and utilities described as follows: Commencing at a 3 inch iron pipe in concrete that is the Southwest corner of the Southwest quarter of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama and run thence South 88 degrees 11 minutes 04 seconds East for a distance of 1672.79 ft.; thence run North 26 degrees 50 minutes 09 seconds East for a distance of 133.85 ft. to a capped rebar at the Southeast corner of the Safehouse of Shelby County, Inc. property that is recorded by deed as Instrument # 1995-16799 in the land records of Shelby County, Alabama; thence run North 26 degrees 50 minutes 09 seconds East along the East line of the Safehouse of Shelby County, Inc. property for a distance of 83.69 ft. to a 1\2 inch rebar (set); thence run North 63 degrees 06 minutes 18 seconds West for a distance of 26.23 ft. for a POINT OF BEGINNING; thence run North 63 degrees 06 minutes 18 seconds West for a distance of 30.12 ft.; thence run North 21 degrees 50 minutes 36 seconds East for a distance of 86.92 ft.; thence run North 07 degrees 43 minutes 37 seconds West for a distance of 83.75 ft.; thence run North 11 degrees 23 minutes 42 seconds East for a distance of 150.55 ft.; thence run North 16 degrees 57 minutes 09 seconds East for a distance of 108.83 ft. to the north line of the Safehouse of Shelby County, Inc. property; thence run South 82 degrees 58 minutes 17 seconds East along the north line of the Safehouse of Shelby County, Inc. property for a distance of 30.46 ft.; thence leaving said property run South 16 degrees 57 minutes 09 seconds West for a distance of 112.12 ft.; thence run South 11 degrees 30 minutes 31 seconds West for a distance of 143.86 ft.; thence run South 07 degrees 43 minutes 37 seconds East for a distance of 87.34 ft.; thence run South 21 degrees 50 minutes 36 seconds West for a distance of 97.49 ft. to the POINT OF BEGINNING.



All lying and being in the Southwest Quarter of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama.

Also a 20 ft. easement for the purpose of ingress, egress and utilities described as follows: Commencing at a 3 inch iron pipe in concrete that is the Southwest corner of the Southwest quarter of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama and run thence South 88 degrees 11 minutes 04 seconds East for a distance of 1672.79 ft.; thence run North 26 degrees 50 minutes 09 seconds East for a distance of 133.85 ft. to a capped rebar at the Southeast corner of the Safehouse of Shelby County, Inc. property that is recorded by deed as Instrument # 1995-16799 in the land records of Shelby County, Alabama; thence run North 26 degrees 50 minutes 09 seconds East along the East line of the Safehouse of Shelby County, Inc. property for a distance of 83.69 ft. to a 1\2 inch rebar (set); thence run North 63 degrees 06 minutes 18 seconds West for a distance of 26.23 ft.; thence run North 63 degrees 06 minutes 18 seconds West for a distance of 30.12 ft.; thence run North 21 degrees 50 minutes 36 seconds East for a distance of 86.92 ft.; thence run North 07 degrees 43 minutes 37 seconds West for a distance of 83.75 ft.; thence run North 11 degrees 23 minutes 42 seconds East for a distance of 150.55 ft.; thence run North 16 degrees 57 minutes 09 seconds East for a distance of 108.83 ft. to the north line of the Safehouse of Shelby County, Inc. property; thence run South 82 degrees 58 minutes 17 seconds East along the North line of the Safehouse of Shelby County, Inc. property and the South line of the Plantation Pipe Line Easement for a distance of 5.08 ft. for a POINT OF BEGINNING; thence run North 17 degrees 13 minutes 31 seconds East for a distance of 27.78 ft.; thence run North 18 degrees 46 minutes 15 seconds East for a distance of 196.29 ft.; thence run North 13 degrees 11 minutes 00 seconds East for a distance of 40.40 ft.; thence run North 23 degrees 58 minutes 46 seconds West for a distance of 15.25 ft.; thence run North 75 degrees 48 minutes 01 seconds West for a distance of 12.15 ft.; thence run South 60 degrees 47 minutes 24 seconds West for a distance of 26.38 ft.; thence run South 50 degrees 02 minutes 51 seconds West for a distance of 256.82 ft. to a point in the center of Martin Street; thence run along the center of Martin Street as follows: North 30 degrees 59 minutes 59 seconds East for a distance of 30.64 ft.; thence North 37 degrees 47 minutes 16 seconds East for a distance of 47.09 ft.; thence leaving the center of Martin Street run North 50 degrees 02 minutes 51 seconds East for a distance of 183.72 ft.; thence run North 60 degrees 47 minutes 24 seconds East for a distance of 36.22 ft.; thence run South 75 degrees 48 minutes 01 seconds East for a distance of 29.83 ft.; thence run South 23 degrees 58 minutes 46 seconds East for a distance of 31.69 ft.; thence run South 13 degrees 11 minutes 00 seconds West for a distance of 48.10 ft.; thence run South 18 degrees 46 minutes 15 seconds West for a distance of 196.99 ft.; thence run South 17 degrees 14 minutes 38 seconds West for a distance of 23.91 ft. to a point on the South line of the Plantation Pipeline Easement and the North line of the Safehouse of Shelby County, Inc. property; thence run South 82 degrees 58 minutes 17 seconds East along the North line of the Safehouse of Shelby County, Inc. property for a distance of 20.31 ft. to the POINT OF BEGINNING.

All lying and being in the Southwest Quarter of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama.