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ESMTAROW 1/17

This Instrument Prepared By:
Matthew W. Barnes, Esq.
Burr & Forman LLP
420 20th Street North, Suite 3400
Birmingham, Alabama 35203

After Recording Return To:
Old Republic Residential Information Services
530 S. Main Street
Suite 1031
Akron, Ohio 44311

Attention: Mary Ann Celatny

20058015

STATE OF ALABAMA)

COUNTY OF SHELBY)

GRANT OF EASEMENT

Facilities:	811780; Bir Riv Bir149
Street Address:	2030 Valleydale Terrace
City:	Birmingham
County:	Shelby
State:	Alabama

between

CROWN CASTLE TOWERS 09 LLC,
a Delaware limited liability company
("Crown")

and

WILLIAM L. RASBERRY,
a(n) (un)married man
("Grantor")

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the "Easement") is made effective this 24 day of March, 2020, by and between WILLIAM L. RASBERRY, a(n) (un)married man ("Grantor") and CROWN CASTLE TOWERS 09 LLC, a Delaware limited liability company ("Crown").

1. **Description of Grantor's Property.** Grantor is the owner of that certain land and premises in Shelby County, Alabama, 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 sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Crown, its successors and assigns, forever, an exclusive, perpetual easement for the use of a 2,500 square foot portion of 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 Crown, 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, fiber, 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). Also, Grantor hereby grants to Crown, its successors and assigns a non-exclusive construction and maintenance easement over a portion of Grantor's Property that is reasonably necessary, in Crown's discretion, (the "Maintenance Easement") for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), including storing and staging of equipment and materials during periods of construction. Crown shall restore the Maintenance Easement to its original condition after its use of the construction and maintenance easement.

3. **Easement Area.** The Easement Area shall be used for (i) constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, fencing, cabinets, meter boards, buildings, antennas, cables, fiber, equipment and (ii) uses incidental thereto, including without limitation, testing of any kind, and equipment to accommodate new technologies or future innovations for receiving and transmitting signals for Crown'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 Crown'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 Crown on the Easement Area which are consistent with the Permitted Use. If requested by Crown, Grantor will execute, at Crown'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 Crown in Crown's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Crown. In furtherance of the foregoing, Grantor hereby appoints Crown 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 Crown's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

5. **Purchase Price, Down Payment and Installment Payments.** The purchase price for the rights and interest granted to Crown pursuant to this Easement is reflected on Exhibit "D". Upon full execution of this Easement by both parties, (i) Crown shall pay to Grantor the first payment in the amount and on the date set forth in Exhibit "D" attached hereto (the "Payment Schedule"). Thereafter, Crown shall pay the remainder of the Purchase Price in installment payments (each an "Installment Payment"). The due dates, amounts, number of Installment Payments are set forth in the payment schedule in Exhibit "D". Crown may not prepay all or any portion of the Purchase Price without the prior written consent of Grantor. Grantor and Crown agree that all rights granted to Crown in this Easement shall be fully vested in Crown upon full execution of this Easement by both parties even though the Purchase Price will be paid in installments. Grantor acknowledges that there is not a stated interest rate

in the Easement and that a portion of the Purchase Price and each Installment Payment may be treated for tax purposes as imputed interest under the Internal Revenue Code. Exhibit "E", attached, is the Estimated Tax Reporting Schedule which reflects the estimated interest income per year associated with the Transaction, based upon the Applicable Federal Rate (AFR) then in effect on the date of Closing. In the event the Grantor's Property is sold, transferred or otherwise conveyed to a third party ("Successor Grantor") prior to full payment of the Purchase Price, the parties acknowledge and agree that any remaining Installment Payments due or to become due after the date of such transfer of ownership shall be paid by Crown directly to the Grantor pursuant to Exhibit "D". Although any Successor Grantor shall take subject to this Easement, such Successor Grantor shall not be entitled to any remaining Installment Payments unless specific written direction is provided by Grantor to Crown.

6. Hazardous Materials.

(a) Crown 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, Crown 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) arising from the presence or release of any Hazardous Materials on the Easement Area if caused by Crown or persons acting under Crown. Crown shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Crown'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 Crown 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) arising from the presence or release of any Hazardous Materials on Grantor's Property unless caused by Crown or persons acting under Crown. Grantor shall execute such affidavits, representations and the like from time to time as Crown 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, Crown, 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 Crown's business upon the Easement Area. At a minimum, said insurance shall include Commercial General Liability coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and shall name Grantor as an additional insured on the policy. The required limits recited herein may be met by primary and excess or umbrella policies covering other locations. Crown shall provide Grantor with a copy of the certificate of insurance evidencing this insurance coverage following Grantor's written request, but not more than once per calendar year.

8. Removal of Obstructions. Crown has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Crown's use of the Easement Area.

9. Assignment of Lease Agreement. The parties hereby acknowledge that certain Option and Lease Agreement dated March 23, 1995 (as amended or assigned, the "Lease Agreement"), originally by and between

Sequoia Construction Company ("Sequoia") and BellSouth Mobility Inc., a Georgia corporation ("Bellsouth"), which Lease Agreement was filed for record on May 5, 2000 in Instrument No. 2000-17212 in the Office of the Judge of Probate of Shelby County, Alabama. Pursuant to that certain Corporation Form Warranty Deed dated November 21, 2006 and filed for record on November 31, 2006 as Document No. 20061130000582010 in the Office of the Judge of Probate of Shelby County, Alabama, Grantor succeeded to the interest of Sequoia in, to and under the Lease Agreement and Grantor's Property. The Lease Agreement was amended by (i) that certain First Amendment to Option and Lease Agreement dated March 26, 2008 between Grantor and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Tenant"), successor by merger to BellSouth Mobility LLC, a Georgia limited liability company, successor by corporate election with BellSouth, a memorandum of which was recorded on November 26, 2008 as Document No. 20080926000382570 in the Office of the Judge of Probate of Shelby County, Alabama; and (ii) that certain Second Amendment to Option and Lease Agreement dated August 28, 2017 between Grantor and Tenant, a memorandum of which was recorded on October 4, 2017 as Document No. 20171004000362130 in the Office of the Judge of Probate of Shelby County, Alabama. Grantor hereby assigns to Crown 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 Crown, but at all times subject to and limited by the terms and conditions of this Easement. If necessary for recording or if requested by Crown in its sole discretion, this section shall be removed from this Easement and the parties will execute a separate Assignment of Lease Agreement to be prepared on Crown's standard form.

10. **Real Estate Taxes.** Grantor shall pay all real estate taxes on Grantor's Property; provided Crown 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 Crown any documentation evidencing the increase and how such increase is attributable to Crown's use. Crown reserves the right to challenge any such assessment, and Grantor agrees to cooperate with Crown 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, Crown may, at its option, pay such real estate taxes (the "Delinquent Taxes") and Crown 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 Crown pays the Delinquent Taxes until Grantor repays such sums due to Crown) and shall have a lien against Grantor's Property with respect thereto. Notwithstanding any language in this section to the contrary, Crown shall not be obligated to reimburse the Grantor for any applicable taxes unless Grantor requests such reimbursement within one (1) year after the date such taxes became due.

11. **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.

12. **Limitation on Damages.** In no event shall either party be liable to the other for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

13. **Recording.** Grantor acknowledges that Crown intends to record this Easement with the appropriate recording officer upon execution of this Easement. Grantor agrees that Crown may remove Exhibit "D" to this Easement prior to recording.

14. **Hold Harmless.** Crown 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 Crown of any representation, warranty, or covenant of Crown contained herein or (ii) any negligent act or omission of Crown, excepting however such damages as may be due to or caused by the acts of Grantor or its agents. Grantor hereby indemnifies, holds harmless, and agrees to defend Crown against all damages asserted against or incurred by Crown 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 Crown or its agents.

5/17

15. **Grantor's Covenant of Title.** Grantor covenants: (a) Grantor has the right and authority to grant this Easement; (b) subject to the terms and conditions of this Easement, Crown shall have quiet possession, use and enjoyment of the Easement Area; (c) that Grantor shall execute such further assurances thereof as may be required.

16. **Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), Crown 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 Agreement or (ii) any condition on Grantor's Property which interferes with Crown's Permitted Use. Each of the covenants made by Grantor in this Section 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. Notwithstanding the foregoing, nothing herein shall be deemed to prohibit Grantor from installing facilities for telephone, video and data transmission or other electronic services and facilities which are customary or incidental for residential, commercial and industrial buildings, provided that (a) such equipment does not interfere with the equipment and facilities located within the Easement area, and (b) all such facilities and operations comply with all non-interference rules of any and all federal, state and local laws, including without limitation the Federal Communications Commission.

17. **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 Crown.

18. **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 in any manner that 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 Crown'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 Crown from using the Easement Area for the Permitted Use.

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

20. **Construction of Document.** Grantor and Crown 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.

21. **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.

22. **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:

If to Grantor:
William L. Rasberry
5267 Jameswood Lane

Birmingham, AL 35244

If to Crown:
Crown Castle Towers 09 LLC
General Counsel
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

23. 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. Crown 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, Crown 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 Crown sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve Crown from any further liability or obligation accruing hereunder on or after the date of the assignment.

24. 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.

25. Mortgages. Upon Grantor's prior written request, Crown agrees to subordinate this Easement to any mortgage, deed of trust, pledge or other security interest in Grantor's Property given by Grantor (each a "Mortgage") which, from time to time, may encumber all or a portion of Grantor's Property, including the Easement Area; provided, however, that Crown's obligation to subordinate this Easement is conditioned upon any such Mortgage holder providing Crown with a commercially reasonable non-disturbance agreement in a form reasonably satisfactory to Crown which, in substance, agrees that its occupancy of the Easement Area, including any rights of access and/or utilities related thereto, for the use and purposes herein described and all rights granted to Crown hereunder will not be disturbed and will remain in full force and effect throughout the term of this Easement.

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

27. 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.

28. Default.

(a) **Notice of Default; Cure Period.** In the event that there is a default by Grantor or Crown (the "Defaulting Party") with respect to any of the provisions of this Easement or Grantor's or Crown's obligations under this Easement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have ten (10) days in which to cure any non-monetary default and thirty (30) days to cure any monetary default. The Defaulting Party shall have such extended periods as may be required if the nature of the cure is such that it reasonably requires more than the stated time period to cure, and Defaulting Party commences the cure within the timeframe provided and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effectuate any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(b) Consequences of Crown's Default. In the event Crown fails to cure any violation of the terms of this Easement within the time period provided, Grantor shall have the right to injunctive relief, to require specific performance of this Easement, and to pursue an action for damages (including, without limitation, Grantor's reasonable attorneys' fees and all reasonable costs and expenses incurred by Grantor as a result of such violations). 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. Notwithstanding anything to the contrary in this Easement, in no event may Grantor terminate this Easement as a result of Crown's failure to cure any violation of the terms contained herein; however, such violation remaining uncured beyond any applicable cure period shall entitle Grantor to any monetary damages allowed by law.

(c) Consequences of Grantor's Default. In the event Grantor fails to cure any violation of the terms of this Easement within the time period provided, Crown 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 Crown's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by Crown as a result of such violation (including, without limitation, Crown'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.

29. IRS Form W-9. Grantor agrees to provide Crown with a completed IRS Form W-9 or its equivalent (the "W-9 Form") upon execution of this Easement and at such other times as may be reasonably requested by Crown. Grantor's failure to provide the W-9 Form within thirty (30) days after Crown's request shall be considered a default and Crown may take any action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from the Installment Payments.

30. Crown's Right To Terminate. In the event that the Lease Agreement expires or terminates for any reason, Crown shall have the unilateral right, but not the obligation, to terminate this Easement. Upon termination of this Easement, (i) Grantor may retain the Down Payment and any Installment Payments paid to Grantor prior to such termination, (ii) Crown shall continue to pay the Installment Payments until the remaining balance of the Purchase Price is paid in full, and (iii) except as set forth herein, the parties shall have no further obligations to each other; provided, however, that Crown shall, within a reasonable time, remove all of its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted. Said termination shall be effective upon Crown providing written notice of termination to Grantor.

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8/17

IN WITNESS WHEREOF, Grantor and Crown, 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:


WILLIAM L. RASBERRY

STATE OF ALABAMA)

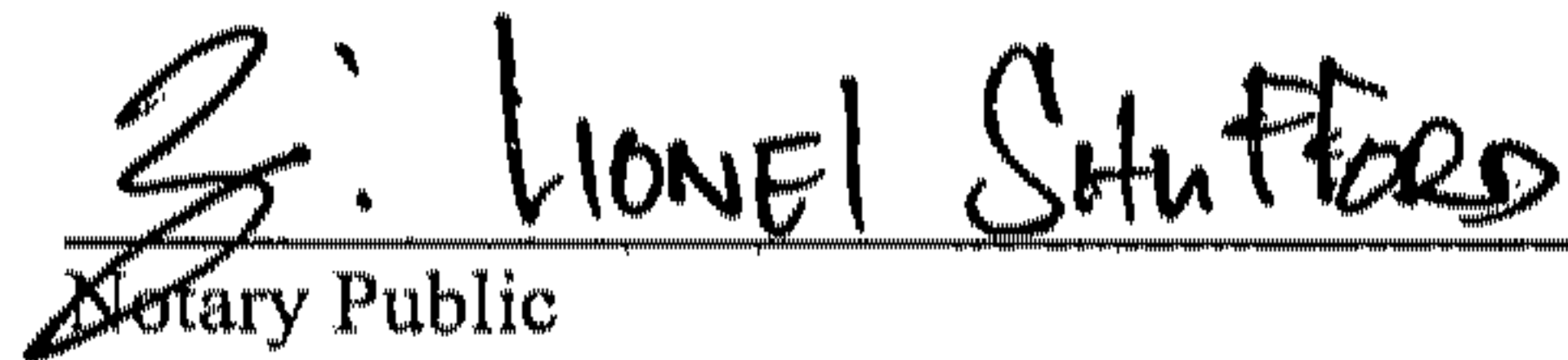
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that WILLIAM L. RASBERRY, whose name is signed to the foregoing Grant of Easement 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 20TH day of MARCH, 2020

[NOTARIAL SEAL]




Notary Public

My Commission Expires: 01.31.2023

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04/02/2020 12:38:42 PM ESMTAROW
CROWN:

CROWN CASTLE TOWERS 09 LLC,
a Delaware limited liability company

By: [Signature]
Name: Lori Lopez
Title: Sr. REA Transaction Manager

STATE OF Texas)
Harris COUNTY)

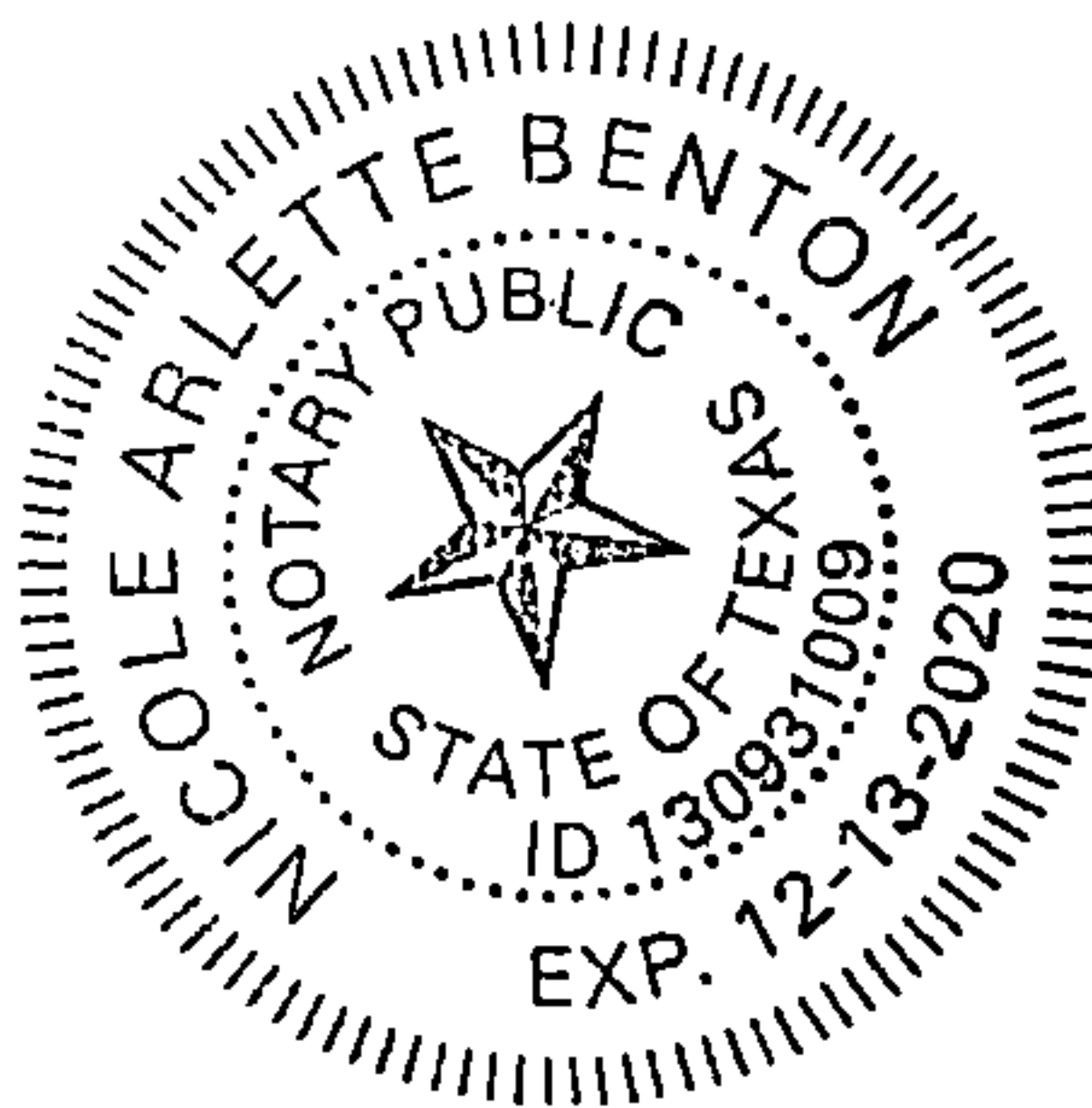
I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Lori Lopez whose name as Sr. REA Transaction Manager **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company is signed to the foregoing Grant of Easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, 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 24 day of March, 2020

[Signature]
Notary Public Nicole Arlette Benton

[NOTARIAL SEAL]

My Commission Expires: 12-13-2020



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10/17

EXHIBIT A

GRANTOR'S PROPERTY

PARENT PARCEL:

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 3 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SAID 1/4 - 1/4 SECTION; THENCE IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID 1/4 - 1/4 SECTION, A DISTANCE OF 470.20 FEET; THENCE 140°16'30" RIGHT, IN A SOUTHWESTERLY DIRECTION, A DISTANCE OF 74.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE, A DISTANCE OF 100.00 FEET; THENCE 71°20' LEFT, IN A SOUTHEASTERLY DIRECTION, A DISTANCE OF 264.94 FEET; THENCE 104°50'30" LEFT, IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 100.00 FEET; THENCE 75°30' LEFT, IN A NORTHWESTERLY DIRECTION A DISTANCE OF 271.40 FEET TO THE POINT OF BEGINNING.

TAX I.D. NUMBER: 11-07-25-4-001-004.000

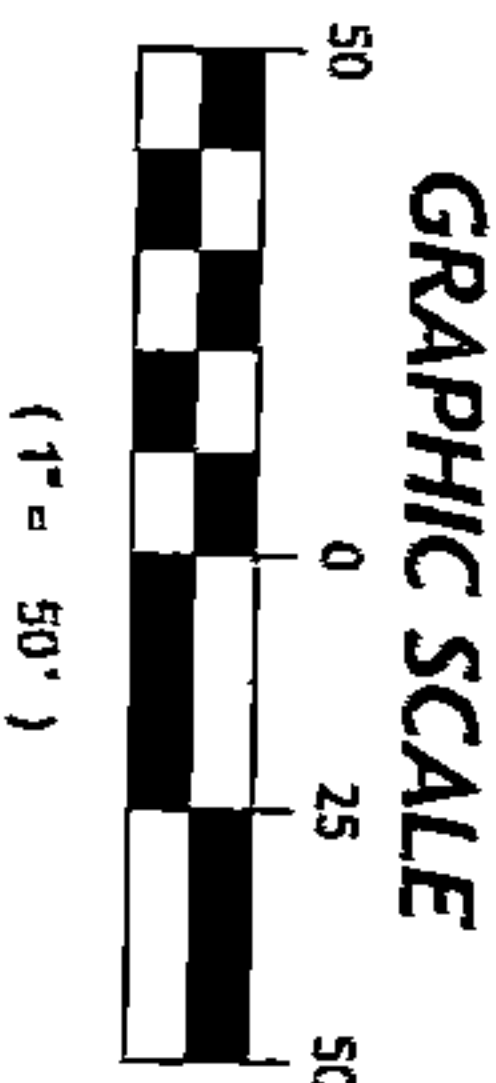
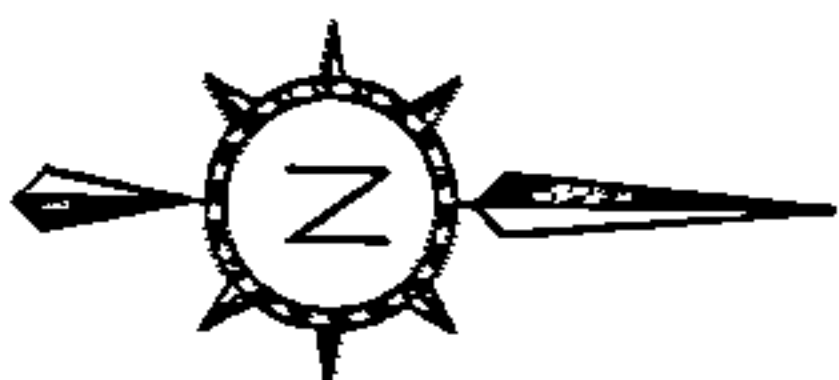
BEING THE SAME PROPERTY CONVEYED TO WILLIAM L. RASBERRY, GRANTEE, FROM SEQUOIA CONSTRUCTION COMPANY, GRANTOR, BY DEED RECORDED 11/30/2006, AS INSTRUMENT NO. 20061130000582010 OF THE SHELBY COUNTY RECORDS.

11/17

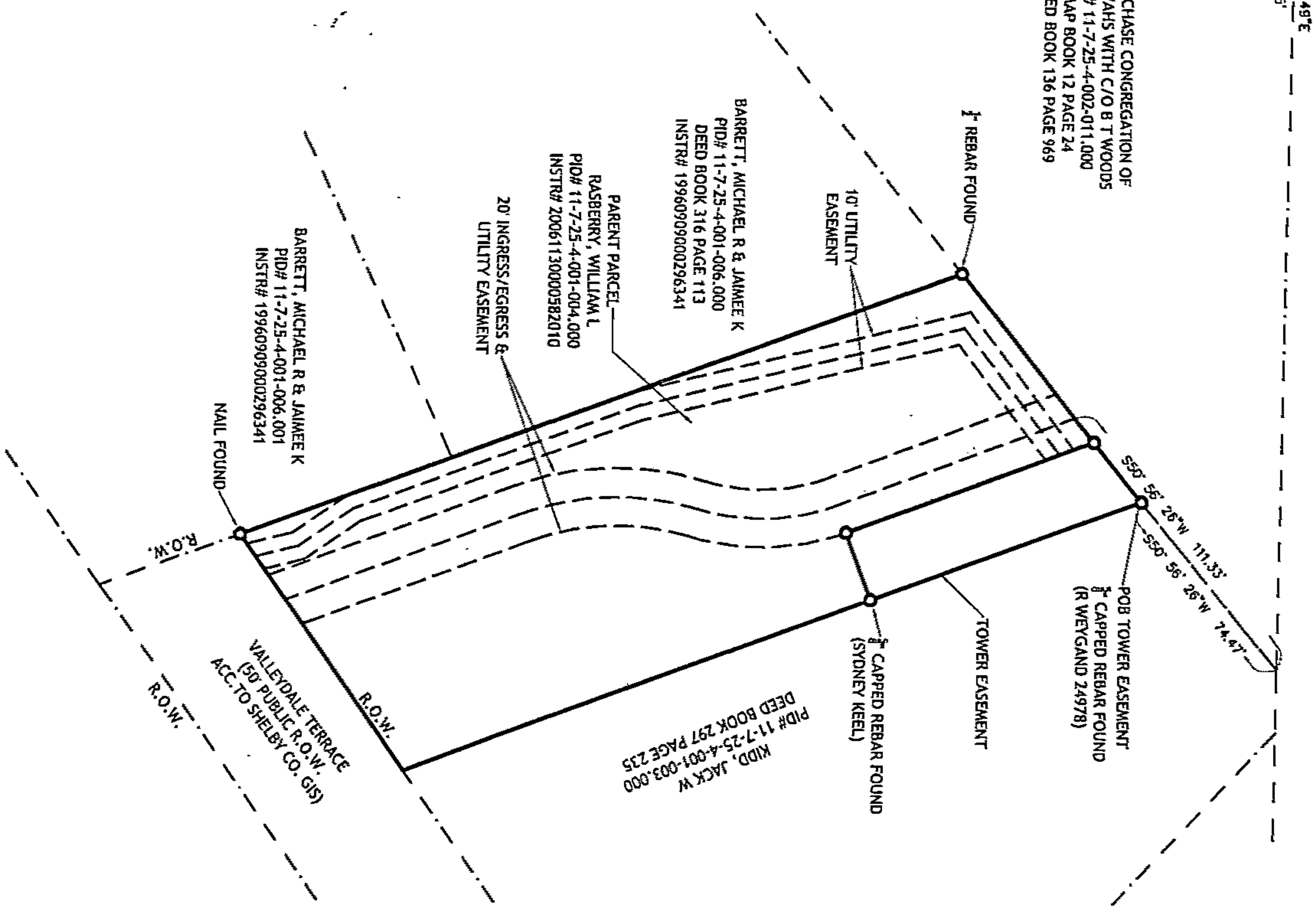
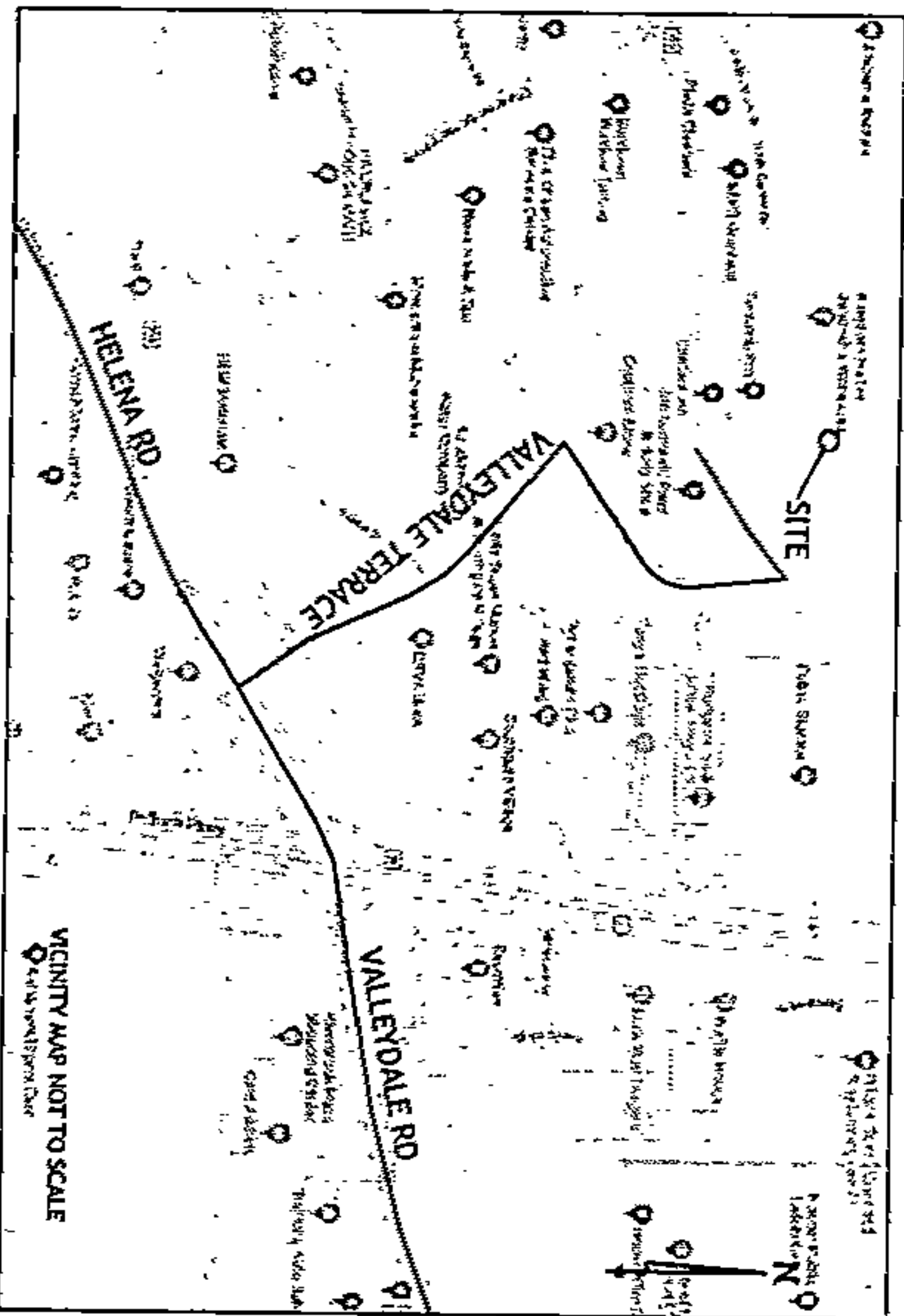
LEGEND	
●	BENCHMARK
●	BOLLARD
●	CABINET
⊞	ELECTRIC BOX
⊞	FIBER OPTIC MARKER
⊞	GAS METER
⊞	GEN
⊞	GUY ANCHOR
⊞	HAND HOLE
⊞	LIGHT STAND
⊞	MEASURED
⊞	POINT OF BEGINNING
⊞	POINT OF COMMENCEMENT
⊞	POWER METER
⊞	POWER POLE
⊞	RECORDED
⊞	RIGHT-OF-WAY
⊞	SANITARY MANHOLE
⊞	SATELLITE DISH
⊞	STORM MANHOLE
⊞	TELEPHONE PEDESTAL
⊞	TREE
⊞	WATER METER
⊞	WATER VALVE
⊞	RETAINING WALL
⊞	BARBED WIRE FENCE
⊞	CHAIN LINK FENCE
⊞	WOOD FENCE
⊞	OVERHEAD POWER
⊞	TREE LINE

FLOOD STATEMENT:
According to the Flood Insurance Rate Map published by the Federal Emergency Management Agency for the City of Pelham, Shelby County, Alabama (community number 010193), map number 0117C0206E, effective date 2/20/2013, this site lies within Zone X defined as "Areas determined to be outside the 0.2% chance floodplain."

POC
NE CORNER OF SE 1/4 OF SE 1/4
SEC. 25, T19S, R3W
SHELBY CO., AL
(NOT FIELD LOCATED)



AREA TABLE	SQUARE FEET	ACRES
① PARENT PARCEL	2,070	0.47
② TOWER EASEMENT	2,197	0.50
③ INGRESS/EGRESS & UTILITY EASEMENT	5,707	0.13
④ UTILITY EASEMENT	3,129	0.07



BOUNDARY SURVEY

IN SECTION 25,
TOWNSHIP 19 SOUTH, RANGE 3 WEST

FOR: CROWN CASTLE

SITE: BIR RIV BIR149

BUN: 811780

ADDRESS: 2030 VALLEJO TERRACE
BIRMINGHAM, AL 35244

SHELBY COUNTY

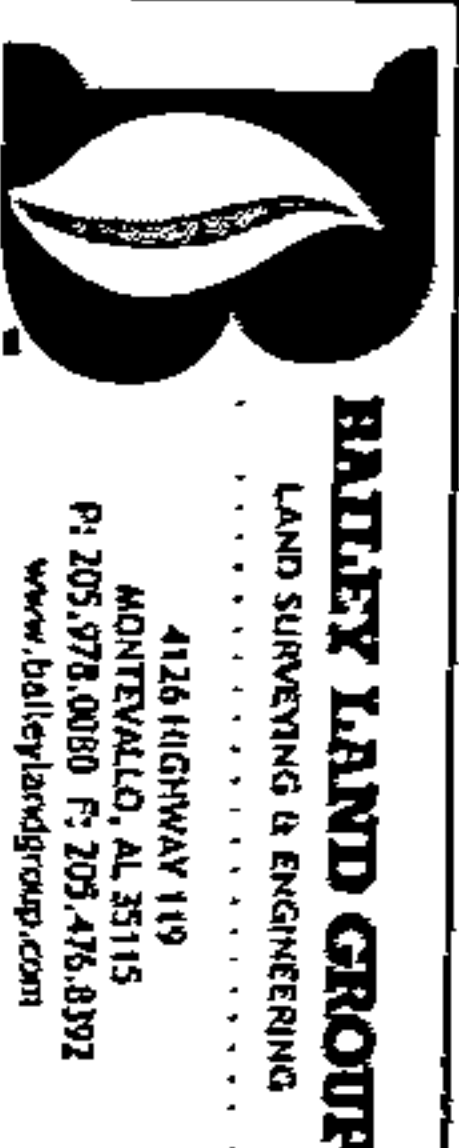


13430 TONGROON WAY, SUITE 300, CHARLOTTE, NC 28277
NATIONAL SURVEY SERVICES COORDINATION DIV.



13430 NW 104th Terrace, Suite A, Alachua, FL 32016
Office (904) 418-0500 Fax (904) 418-9988
WWW.GEOLINEINC.COM

Survey with, performed by:



4126 HIGHWAY 119
MONTICELLO, AL 35115
P: 205.878.0080 F: 205.476.8792
www.baileylandgroup.com

DRAWN BY: JB CHECKED BY: JEB ELC JOB #: 20.025

SURVEYOR'S NOTES:
1. BEARING AND COORDINATES SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE GRID, WEST ZONE, NAD83, AND WERE DETERMINED FROM GPS OBSERVATIONS.

2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.

3. THIS SURVEY HAS BEEN PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THERE MAY EXIST EASEMENTS OR OTHER ENCUMBRANCES THAT WOULD BE REVEALED BY A CURRENT TITLE REPORT.

4. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

5. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.

6. ALL SYMBOLS DEPICTED ARE NOT TO SCALE.

7. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 02/12/2020.

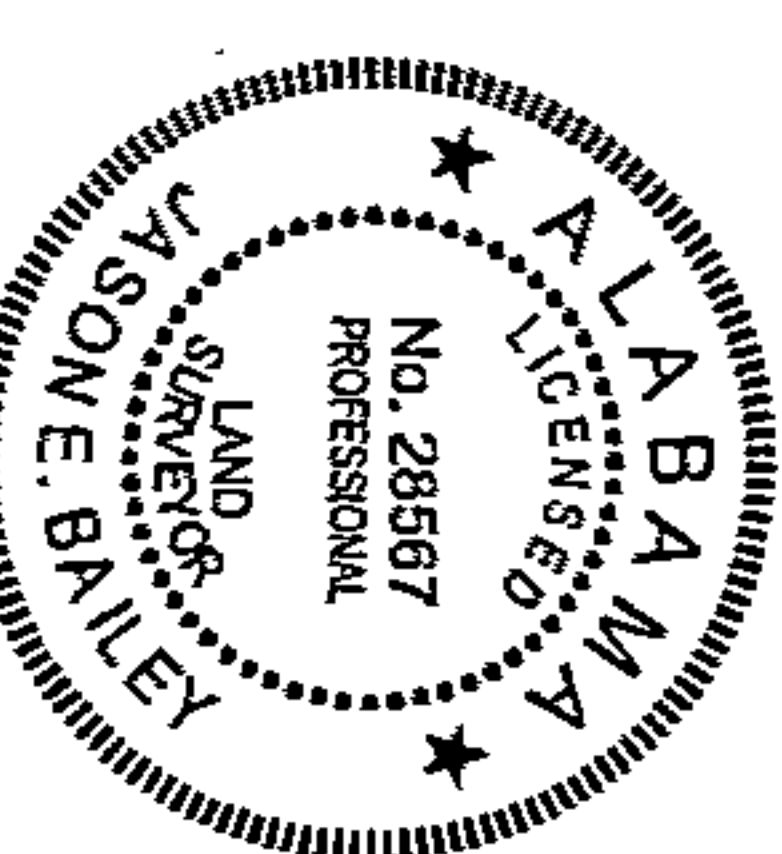
SURVEYOR'S CERTIFICATION

I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

FURTHERMORE, I HEREBY CERTIFY TO CROWN CASTLE AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

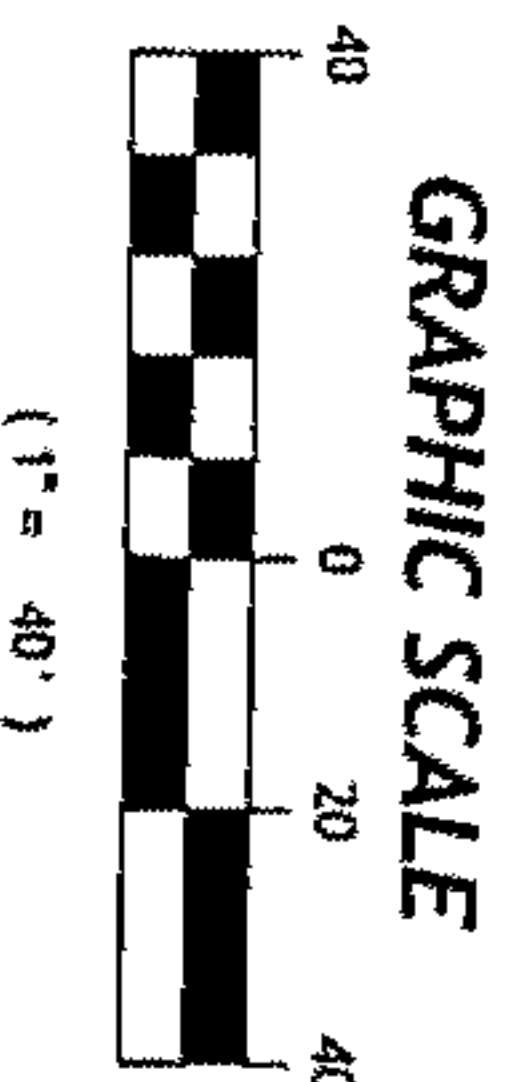
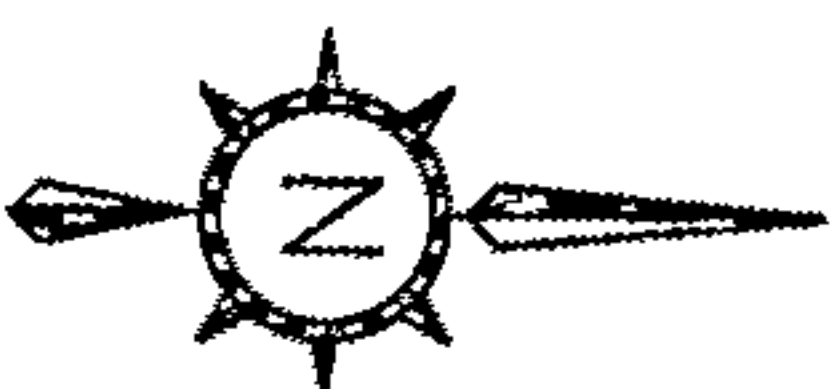
BAILEY LAND GROUP, INC.
JASON E. BAILEY
LAND SURVEYOR, AL # 28567

DATE: 02/14/2020
REVISION: 03/18/2020



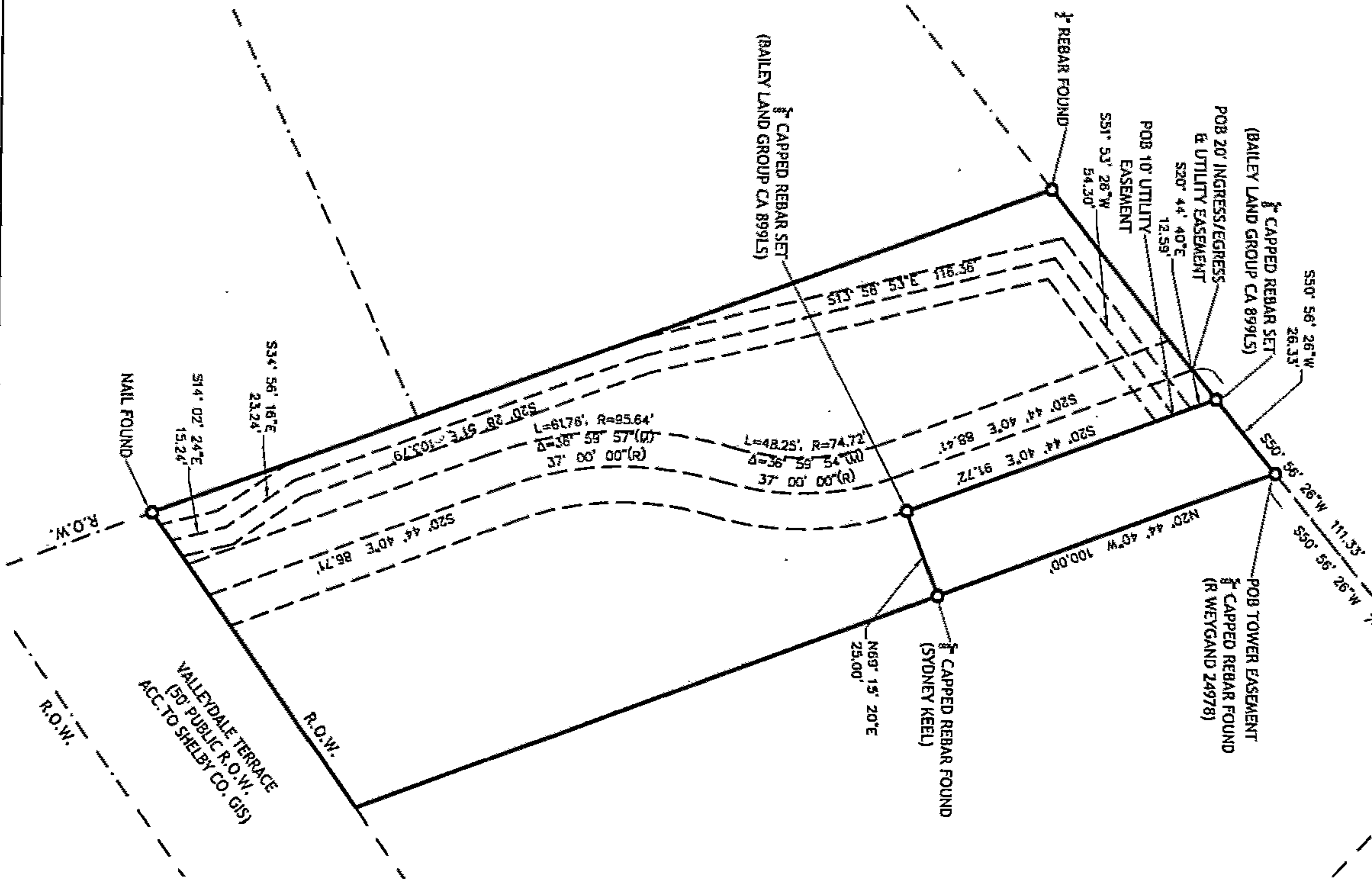
POC
NE CORNER OF SE 1 OF SE 1
SEC. 25, T19S, R3W
SHELBY CO., AL
(NOT FIELD LOCATED)

S89° 20' 49"E
470.05'



LEGEND	
●	BENCHMARK
●	BOLLARD
□	CABINET
□	ELECTRIC BOX
□	FIBER OPTIC MARKER
□	GAS METER
□	GENERATOR
□	GUY ANCHOR
□	HAND HOLE
□	LIGHT STANDARD
□	LIGHT CONTROLLER
□	MEASURED
□	POINT OF BEGINNING
□	POINT OF COMMENCEMENT
□	POWER METER
□	POWER POLE
□	RECORDED
□	RIGHT-OF-WAY
□	SANITARY MANHOLE
□	SATELLITE DISH
□	STORM MANHOLE
□	TELEPHONE PEDESTAL
□	TREE
□	WATER METER
□	WATER VALVE
□	RETAINING WALL
□	BARBED WIRE FENCE
□	CHAIN LINK FENCE
□	WOOD FENCE
□	OVERHEAD POWER
□	TREE LINE

AREA TABLE	
PARENT PARCEL	SQUARE FEET
1. PARENT PARCEL	0.62 ±
2. TOWER EASEMENT	0.08
3. TOWER EASEMENT	0.08
4. TOWER EASEMENT	0.13
5. TOWER EASEMENT	0.07



BOUNDARY SURVEY

IN SECTION 25,
TOWNSHIP 19 SOUTH, RANGE 3 WEST

FOR: CROWN CASTLE
SITE: BIR RIV BIR 149
BUN: 811780
ADDRESS: 2030 VALLEDALE TERRACE
BIRMINGHAM, AL 35244
SHELBY COUNTY

3530 TOWNSEND WAY, SUITE 300, CHARLOTTE, NC 28277
NATIONAL SURVEY SERVICES CORPORATION INC.

13430 NW 104th Terrace, Suite A, Audubon, FL 32615
Office (386) 418-0500 Fax (386) 402-9998
WWW.GEOLINEINC.COM

BAILEY LAND GROUP
LAND SURVEYING & ENGINEERING
4124 HIGHWAY 119
MONTICELLO, AL 35115
P: 205.578.0000 F: 205.476.8392
www.baileylandgroup.com

SLAVEY WORK PERFORMED BY:
SURVEYOR'S NOTES:
1. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE GRID, WEST ZONE, NAD83, AND WERE DETERMINED FROM GPS OBSERVATIONS.
2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
3. THIS SURVEY HAS BEEN PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THERE MAY EXIST EASEMENTS OR OTHER ENCUMBRANCES THAT WOULD BE REVEALED BY A CURRENT TITLE REPORT.
4. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
5. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.
6. ALL SYMBOLS DEPICTED ARE NOT TO SCALE.
7. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 02/17/2020.
SURVEYOR'S CERTIFICATION
I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.
FURTHERMORE, I HEREBY CERTIFY TO CROWN CASTLE AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

BAILEY LAND GROUP, INC.
JASON E. BAILEY
LAND SURVEYOR, AL # 28567
DATE: 02/14/2020
REVISION: 01/18/2020

ALABAMA
No. 28567
PROFESSIONAL
JASON E. BAILEY
SHEET 2 OF 3

EXHIBIT C

EASEMENT AREA AND ACCESS EASEMENT

EASEMENT AREA:

A parcel of land situated in the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows: Commence at a flat iron bar found at the Northwest corner of the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama and run on a state plane bearing. (Alabama West Zone State Plane Bearing NAD 83) of South 89°20'49" East along the North line of the SE 1/4 of the SE 1/4 of said Section 25 for a distance of 470.05 feet (deed 470.02 feet); thence 140°17'15" right (deed 140°16'30") and run South 50°56'26" West for a distance of 74.47 feet to an iron pin found in place (deed 74.50 feet) to the point of beginning of the property herein described; thence continue South 50°56'26" West for a distance of 26.33 feet; thence 71°41'06" left and run South 20°44'40" East for a distance of 91.72 feet; thence 90°00' left and run North 69°15'20" East for a distance of 25.00 feet; thence 90°00' left and run North 20°44'40" West for a distance of 100.00 feet to the point of beginning.

Together with:

20' INGRESS/EGRESS & UTILITY EASEMENT:

ALSO an easement being 20 feet in width for ingress, egress and utilities on, over and across part of the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows: Commence at a flat iron bar found at the Northwest corner of the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama and run on a state plane bearing (Alabama West Zone State Plane Bearing NAD 83) of South 89°20'49" East along the North line of the SE 1/4 of the SE 1/4 of said Section 25 for a distance of 470.05 feet (deed 470.20 feet); thence 140°17'15" right (deed 140°16'30") and run South 50°56'26" West for a distance of 111.33 feet to the point of beginning of the centerline of a 20 foot wide easement for ingress, egress and utilities and being 10 feet each side the following described centerline; thence 71°41'06" left and run South 20°44'40" East along said centerline for a distance of 88.41 feet to the beginning of a curve to the right, said curve to the right having a radius of 74.72 feet and a central angle of 37°00'; thence in a Southeasterly to Southwesterly direction along the arc of said curve to the right and said centerline for a distance of 48.25 feet to the end of said curve to the right and the beginning of a curve to the left, said curve to the left having a radius of 95.64 feet and a central angle of 37°00'; thence in a Southwesterly to Southeasterly direction along the arc of said curve to the left and said centerline for a distance of 61.76 feet to the end of said curve to the left; thence at tangent to said curve run South 20°44'40" East along said centerline for a distance of 86.71 feet to a point on the Northwesterly right of way line of Valleydale Terrace said point being the point of ending of the centerline of said easement being 20 feet in width for ingress, egress and utilities.

10' UTILITY EASEMENT --- AS SURVEYED

An easement situated and being in the SE ¼ of the SE ¼ of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at a flat iron bar found at the Northwest corner of the SE 1/4 of the SE 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama; thence along the ¼-1/4 line of said Section 25, S 89° 20' 49"E a distance of 470.05' to a point; thence S 50° 56' 26"W a distance of 74.47' to a 5/8" capped rebar (R Weygand 24978); thence continue S 50° 56' 26"W a distance of 26.33' to a 5/8" capped rebar (Bailey Land Group CA 899LS); thence S 20° 44' 40"E a distance of 12.59' to the Point of Beginning of the centerline of a 10' utility easement, lying 5' on each side of the following described centerline; thence S 51° 53' 26"W a distance of 54.30' to a point; thence S 13° 58' 53"E a distance of 116.36' to a point; thence S 20° 28' 51"E a distance of 103.79' to a point; thence S 34° 56' 16"E a distance of 23.24' to a point; thence S 14° 02' 24"E a distance of 15.24' to the Point of Ending along the North right of way line of Valleydale Terrace. Said easement containing 3,129 SQ FT (0.07 acres), more or less.

20200402000129180 04/02/2020 12:38:42 PM ESMTAROW
15/17

EXHIBIT D

EXHIBIT D HAS BEEN REMOVED FOR RECORDING PURPOSES

20200402000129180 04/02/2020 12:38:42 PM ESMTAROW
16/17

EXHIBIT E

EXHIBIT E HAS BEEN REMOVED FOR RECORDING PURPOSES

17/17

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name WILLIAM L. RASBERRY
 Mailing Address 5267 JAMESWOOD LANE
BIRMINGHAM, AL 35244

Grantee's Name CROWN CASTLE TOWERS 09 LLC
 Mailing Address 2000 CORPORATE DR.
CANONSBURG, PA 15317

Property Address 2030 VALLEYDALE TERRACE
BIRMINGHAM, AL 35244

Date of Sale 3/24/2020Total Purchase Price \$ 157,500.00

Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 04/02/2020 12:38:42 PM
 \$71.00 JESSICA
 20200402000129180

or
 Actual Value \$

or
 or's Market Value \$

The purchase price or actual value claimed can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- ☐ Bill of Sale
☐ Sales Contract
☒ Closing Statement

- ☐ Appraisal
☐ Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 4-2-20Print Kim CatherineSign [Signature]

Unattested

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1