



GRANT OF EASEMENT AND RIGHT-OF-WAY

for a Crown Castle GT Company LLC
wireless communications facility located at:

Facility: CHELSEA
BU#: 814334
Street Address: 1326 CHESSER DRIVE
County: SHELBY COUNTY
State: ALABAMA

between

Crown Castle GT Company LLC,
a Delaware limited liability company, as GRANTEE

and

Foothills Partners, L.L.C.,
as GRANTOR

Be advised that this information is highly proprietary in nature. It is intended for the sole use of Grantor and Grantee pertaining to real estate purchasing. Third party disclosure or use may create civil liability.

GRANT OF EASEMENT

THIS GRANT OF EASEMENT AND RIGHT-OF-WAY (the "Easement") is made this 7th day of December, 2004, by **Foothills Partners, L.L.C.**, an Alabama limited liability company, having a mailing address of 3005 River Brook Lane, Birmingham, Alabama 35242 (hereinafter referred to as "Grantor") in favor of **Crown Castle GT Company LLC**, a Delaware limited liability company, with its national headquarters located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Grantee").

RECITALS

1. Grantor owns certain real property located in Shelby County, Alabama and more particularly described on **Exhibit "A"** attached hereto (the "Foothills Property").
2. Grantee leases certain real property in Shelby County, Alabama adjacent to the Grantor's Property (the "Crown Property").
3. Grantor has agreed to convey to Grantee an easement across the Foothills Property for the purpose of establishing an access road and running utilities to the Crown Property.

NOW, THEREFORE, in consideration of the recitals and the sum of One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Easement.** Grantor hereby grants, bargains, sells and conveys unto Grantee, its licensees, sublesses, customers, invitees, successors and assigns (a) a permanent exclusive right for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, and (b) an easement for the installation, replacement, repair and maintenance of utility wires, poles, cables, conduits and pipes ((a) and (b) collectively hereinafter referred to as the "Easement") on, over or under a thirty foot wide parcel of land located on the Foothills Property extending from the nearest public right-of-way and across the Foothills Property to the Crown Property, as generally described on **Exhibit "B"** attached hereto (the "Easement Property"). Grantee shall have the right, at Grantee's expense, to grade and otherwise improve the Easement Property. Grantee agrees that Grantor retains the right at any time in the future to grade, construct, pave, and improve the Easement Property ("Grantor's Improvements"), according to Shelby County road construction specifications, including but not limited to, widening the road, changing the grade and/or slope of the road; provided, however, that Grantor's improvements shall not restrict, diminish, or otherwise interfere with Grantee's access to and use of the Easement Property. Upon execution of this agreement and completion of the road improvements, and dedication to the county, Grantor grants to Grantee the right to survey the Easement Property so as to obtain a more specific legal description, with such survey legal description being incorporated into this Grant of Easement as **Exhibit "C"**. **Exhibit "C"** shall control in the event of discrepancies between **Exhibit "B"** and **Exhibit "C"**. At such time as the road improvement is complete and has been dedicated to Shelby County and accepted by Shelby County, the Easement Property will consist of what is left of that small 30 ft.

wide strip of unpaved and undedicated land which will run from the end of the cul de sac of the improved and dedicated road to the Crown Property.

2. **Binding Effect.** The easements granted herein shall constitute a covenant running with the land in favor of the Crown Property and shall be binding upon and inure to the benefit of the Grantor, the Grantee, and their respective heirs, successors, and assigns.

3. **Use of Easement Property.** The Easement Property and all rights and privileges herein granted shall be used only for the purpose of constructing, maintaining and using an access road and an easement for utilities and use incidental thereto. Grantee shall be responsible for all costs involved in constructing and maintaining any wires, cables, conduits, and pipes installed by Grantee within the Easement Property. Upon completion of the initial installation by Grantee of utility wires, cables, conduits and pipes underground within the Easement Property, Grantee agrees to restore the surface of the Easement Property to a similar condition in which it existed prior to such installation, normal wear, tear and casualty excepted. In the event damage is caused to the improvements located on the Easement (including, but not limited to, road surface, road subsurface, and curbing), by Grantee, or such Grantee's guests, invitees, employees, contractors or otherwise, the Grantee shall be responsible for any such extraordinary damage caused by Grantee, its guests, invitees, employees, contractors or otherwise for such extraordinary damage (normal wear and tear excluded) caused to the said improvements within said Easement. At such time as the right of way has been dedicated to the county (and accepted by such county), the maintenance responsibility for the Easement Property (as described in Section 1(b) above) then shown on **Exhibit**

“C” shall be the sole responsibility of the Grantee. Any use of this Easement as a means of ingress/egress for any future development of any nature of any adjoining property or for the future development of the Crown property for a use other than as a wireless communications facility is strictly prohibited and will cause a termination of this Easement immediately rendering it null and void.

4. **Grantee's Ability to Use Easement Property.** Grantor and Grantee agree that Grantee's ability to use the Easement Property is contingent upon Grantee obtaining, after the complete execution of this Grant of Easement, all of the certificates, permits, licenses and other approvals (the "Approvals") deemed necessary by Grantee, within Grantee's absolute discretion, to utilize the Easement Property to access and to provide utilities to the Crown Property. Grantor agrees to execute documents reasonably necessary to petition the appropriate public bodies for the Approvals and to be named as applicant if requested by Grantee.

5. **Grantee's Right to Terminate.** Grantee shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective immediately upon Grantee providing notice of such termination to Grantor.

6. **Effect of Termination by Grantee.** 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, including, but not limited to, the payment of money.

7. **Hazardous Substances and Hazardous Wastes.** 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 on the Foothills Property or the Crown Property 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 Foothills Property 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 on the Foothills Property.

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. 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 the Crown Property, if caused by Grantor or persons acting under Grantor. 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 the Crown Property.

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.

8. **Insurance.** Unless Grantee has released its rights in the Easement Property, Grantee, at its sole expense, shall obtain and keep in force insurance that may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with Grantee's use of the Easement Property. Said policy of insurance shall name Foothills Partners, L.L.C., its heirs and assigns as an additional insured in connection with Grantee's use of the Foothills Easement Property.

9. **Security of Access Road.** Grantee may construct a gate at the entrance to the Crown Property, subject to Grantor's approval. Said approval shall not be unreasonably withheld, conditioned or delayed.

10. **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 Property. Grantee shall be responsible for disposing of any materials related to the removal of obstructions.

11. **Recording.** Grantor acknowledges that Grantee intends to record this Easement or a declaration thereof with the appropriate recording officer upon execution of this Easement. Grantor shall execute such a declaration promptly upon Grantee's request.

12. **Hold Harmless.** Grantee, its heirs, successors and assigns, shall indemnify and hold Grantor harmless against any and all claims, including but not limited to attorneys' fees and costs, arising from the installation, use, operation, maintenance, repair or removal of Grantee's wireless communications facility and uses incidental thereto,

except for claims arising from the negligence or intentional acts of Grantor, Grantor's agents or Grantor's independent contractors.

13. Grantor's Covenant of Title. Grantor covenants that Grantor is seized of good and sufficient title and interest to the Foothills Property and has full authority to enter into and execute this Grant of Easement. Grantor further covenants that (a) there are no aspects of title that might interfere with or be adverse to Grantee's interests in and intended use of the Easement Property and (b) title shall be such that Grantee will have the ability to obtain title insurance at regular rates.

14. Entire Agreement. Grantor and Grantee agree that this Grant of Easement contains all of the agreements, promises and understandings between Grantor and Grantee with respect to the subject matter hereof. 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.

15. 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.

16. Applicable Law. This Grant of Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Alabama. In the event that a dispute arises regarding this Grant of Easement, the parties agree that venue for any litigation is Shelby County, Alabama.

17. Notices. All notices hereunder shall be in writing and shall be given by (a) established express delivery service which maintains delivery records, (b) hand delivery, or (c) 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:

Foothills Partners, L.L.C.
3005 River Brook Lane
Birmingham, AL 35242
Attention: Mr. David Acton

Grantee:

Crown Castle GT Company LLC
2000 Corporate Drive
Canonsburg, PA 15317

With a copy to:
Crown Communication Inc.
450 Century Park South
Suite 204-A
Birmingham, AL 35226

18. Assignment. Grantee has the right, within its sole discretion, to assign the Easement solely for the purpose granted herein. Any assignment of this Easement shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. Assignment of this Easement shall be effective upon Grantee sending written notice to Grantor at Grantor's mailing address stated above and shall relieve Grantee from any further liability or obligation accruing hereunder.

19. 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.

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

GRANTOR:

FOOTHILLS PARTNERS, L.L.C.

By: William D. Acton

Its: MANAGING MEMBER

Caleb Construction, Inc. by William D. Acton
its President

GRANTEE:

CROWN CASTLE GT COMPANY LLC

By: Kenna B. Newman

Kenna B. Newman, President - Southern Area

GRANTOR'S ACKNOWLEDGMENT

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, William D. Acton whose name as President of Caleb Construction, Inc., an Alabama Corporation, the Managing Member of Foothills Partners, L.L.C., an Alabama Limited Liability Company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as managing member of said limited liability company on the day the same bears date.

Given under my hand this 7th day of December, 2004.


Notary Public

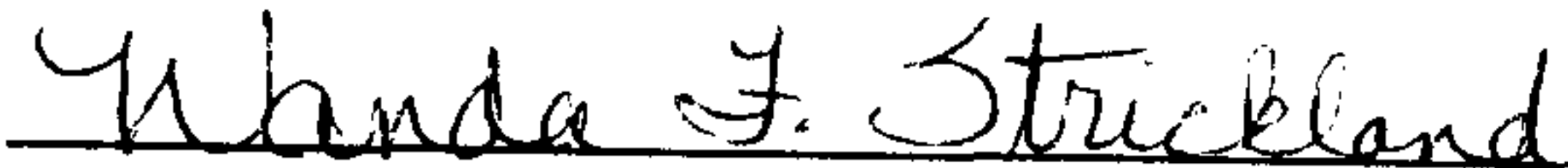
My Commission Expires: 6-5-2007

GRANTEE'S ACKNOWLEDGMENT

STATE OF Georgia
COUNTY OF Fulton

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, Kenna B. Newman, whose name as President - Southern Area of Crown Castle GT Company LLC, a Delaware limited liability company is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she, in her capacity 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 this 9th day of December, 2004.


Notary Public

My Commission Expires: _____

WANDA F. STRICKLAND NOTARY PUBLIC FULTON County State of Georgia My Comm. Expires May. 18, 2007

EXHIBIT "A"

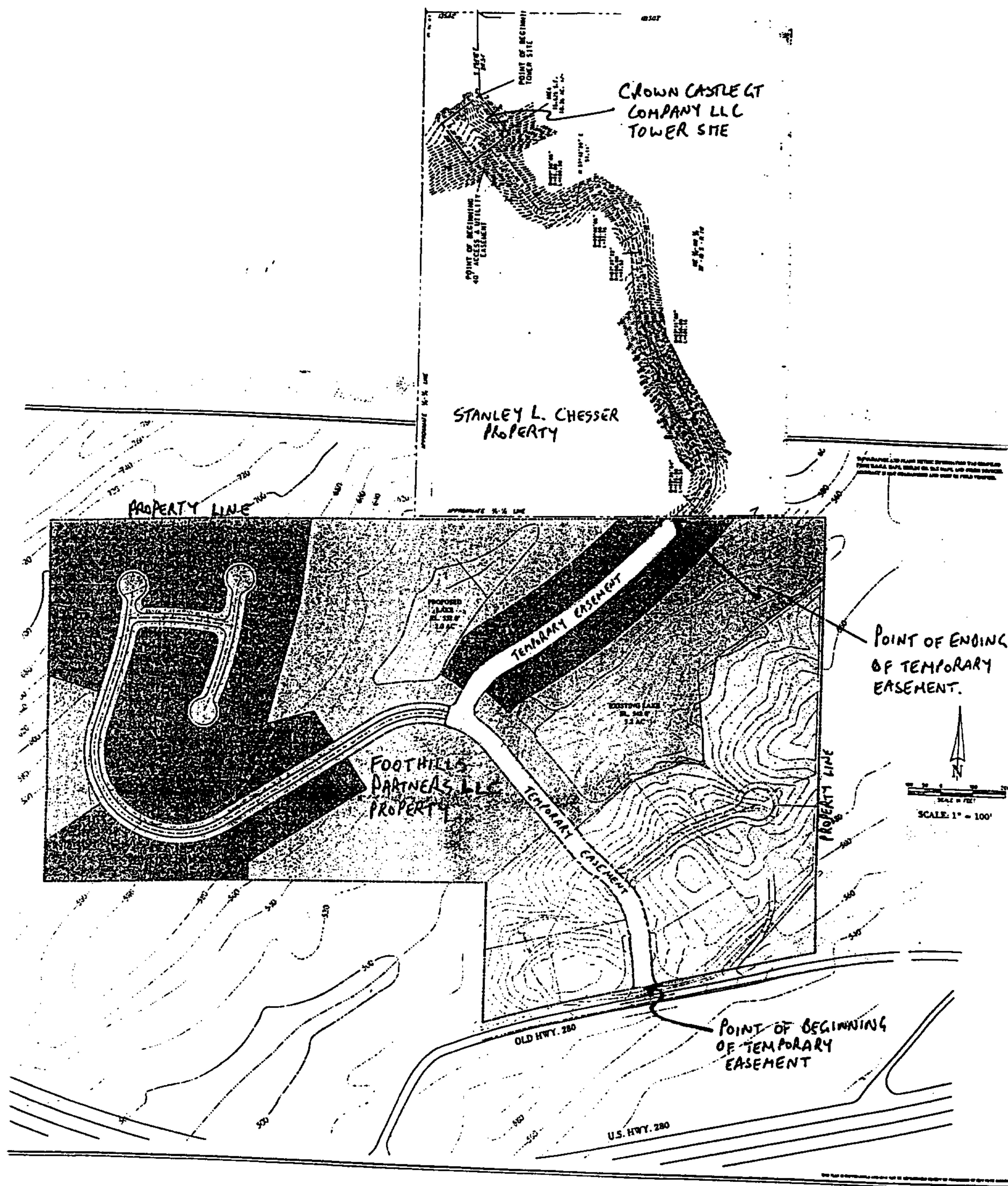
FOOTHILLS PROPERTY DESCRIPTION

A parcel of land located in the NE 1/4 of the SW 1/4 of Section 27, Township 19 South, Range 1 West, being more particularly described as follows:

Begin at the Northwest corner of said 1/4-1/4 Section, thence run in an easterly direction along the north line of said 1/4-1/4 Section, a distance of 600.00 feet; thence run 91 degrees, 16 minutes, right in a southerly direction parallel to the west line of said 1/4-1/4 Section, a distance of 320 feet, more or less, to the northerly right of way line of Highway No. 280; thence run in a westerly direction along said right of way line a distance of 600 feet, more or less, to the intersection with the west line of said 1/4-1/4 Section; thence run in a northerly direction along said west line of said 1/4-1/4 Section a distance of 420 feet to the point of beginning; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

EXHIBIT "B"

EASEMENT PROPERTY



See EXHIBIT "B-1" for a legal description of the Crown Property.

EXHIBIT "B-1"

CROWN PROPERTY LEGAL DESCRIPTION

A parcel of land situated in the Northeast Quarter of the Northwest Quarter of Section 27, Township 19 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW Corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, Township 19 South, Range 1 West and run North $88^{\circ}05'44''$ East along the northerly line of said $\frac{1}{4}$ - $\frac{1}{4}$ for a distance of 135.82 feet; thence angle right and run South $1^{\circ}54'16''$ East for a distance of 217.54 feet to the POINT OF BEGINNING; thence angle left and run South $39^{\circ}59'47''$ East for a distance of 125.00 feet; thence angle right and run South $50^{\circ}00'13''$ West for a distance of 125.00 feet; thence angle right and run North $39^{\circ}59'47''$ West for a distance of 125.00 feet; thence angle right and run North $50^{\circ}00'13''$ East for a distance of 125.00 feet to the POINT OF BEGINNING.

EXHIBIT "C"