

This instrument prepared by
and after recording return to:
Attn: Legal Department
Global Signal Acquisitions LLC.
301 North Cattlemen Rd. Suite 300
Sarasota, Florida 34232

\$ 87,000.00

20060127000046080 1/12 \$131.00
Shelby Cnty Judge of Probate, AL
01/27/2006 03:50:48PM FILED/CERT

Site: 3026300 J.O. Kent (Shelby County, Alabama)

10801861

EASEMENT

THIS EASEMENT (this "Easement") is made this 12th day of January, 2006, by and between J.O. Kent and Patricia R. Kent, husband and wife ("Grantor"), whose address is 5920 Belle Terrace, Theodore, Alabama 36582 and Global Signal Acquisitions LLC ("Grantee"), whose address is 301 North Cattlemen Road, Suite 300, Sarasota, Florida 34232.

Recitals

Grantor is the owner of the real property described in Exhibit A attached hereto (the "Grantor Property"). Grantor agrees to grant the easement described below for the purposes consistent with the ownership, location and operation of one or more communications towers in accordance with the provisions described below.

Terms

In consideration of the premises, the sum of \$10.00, and other good and valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor for itself, its successors and assigns, hereby grants and conveys unto Grantee, its lessees, licensees, successors and assigns a fully paid exclusive easement on, over, across and through the portion of the Grantor Property described in Exhibit B attached hereto (the "Tower Area") together with a fully paid nonexclusive easement over the portion of the Grantor Property described in Exhibit C (the "Access and (Guy and/or Utility) Areas") for all purposes consistent with the ownership, location and operation of communications towers, including but not limited to erecting, installing, operating, maintaining, repairing, replacing, rebuilding, altering, inspecting, improving, and removing communications towers, tower guy wires, guy wire anchors, guy stubs, ground connections, buildings, equipment, equipment shelters and other ancillary structures, and all fixtures, attachments, equipment and accessories related thereto, and for ingress and egress and utility access for the same, and all other related general and miscellaneous uses.

2. Use. The Tower Area shall be used for the purpose of, without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment, including leasing, subleasing, and licensing space thereon to third parties. Grantee may make any improvement, alteration or modifications to the Tower Area and Access and (Guy and/or Utility) Areas as are deemed appropriate by Grantee, in its discretion. At all times during the Term of the Easement, Grantee shall have the right to use, and shall have free access to, the

Tower Area and Access and (Guy and/or Utility) Areas seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the exclusive right to lease, sublease, license, or sublicense any radio/communications tower or any other structure or equipment on the Tower Area and Access and (Guy and/or Utility) Areas, and shall also have the exclusive right to lease or sublease to third parties any portion of the Tower Area and Access and (Guy and/or Utility) Areas, itself, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Easement. Grantee and its customers shall have the right to erect, install, maintain, and operate on the Tower Area and Access and (Guy and/or Utility) Areas such equipment, structures, fixtures, signs, and personal property as Grantee may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Tower Area, shall not be deemed to be part of the Tower Area, but shall remain the property of Grantee or its customers, as applicable. At any time, Grantee or its customers shall have the right to remove their equipment, structures, fixtures, signs, and personal property from the Tower Area and Access and (Guy and/or Utility) Areas.

3. Duration. The duration of the Easement granted herein (the "Term") shall be for a term of 37 years, unless Grantee provides written, recordable notice of its intent to terminate this Easement, in which event this Easement shall terminate upon Grantee's recordation of any such notice.

4. Easement Consideration. Grantor hereby acknowledges the receipt, in advance, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the term of this Easement.

5. Assignment. Grantee may assign its rights hereunder in whole or in part to any person or entity without notice to or consent from Grantor. After delivery by Grantee to Grantor of an instrument of assumption by an assignee that assumes all of the obligations of Grantee under this Easement, Grantee will be relieved of all liability hereunder.

6. Warranties and Agreements.

(a) Grantor represents and warrants that it is the owner in fee simple of the Grantor Property, free and clear of all liens and encumbrances, and that it alone has full right to grant the Easements. Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the easement rights without any hindrance, molestation or ejection by Grantor, its successors or assigns, or those claiming through them. Grantor shall have no right to use or permit to be used the Grantor Property in any manner that is inconsistent with Grantee's rights hereunder. Grantor hereby covenants and represents that with respect to the Tower Area and Access and (Guy and/or Utility) Areas: (i) there currently exist no leases, subleases, licenses, management agreements, concessions or other agreements, written or oral, granting to any party or parties the right of use, management, or occupancy of any portion of the of Tower Area and Access and (Guy and/or Utility) Areas, other than leases disclosed to Grantee in writing; (ii) there are no outstanding options or rights of first refusal to purchase the Grantor Property or any portion thereof or interest therein; and (iii) there are no parties (other than Grantor and lessees disclosed to Grantee in writing) in possession of the Tower Area and Access and (Guy and/or Utility) Areas.

(b) Grantor shall not cause or permit the construction of radio or communications towers on the Grantor Property or on any other property of Grantor adjacent to

or in the immediate vicinity of the Grantor Property, except for towers constructed by Grantee, its successors and assigns.

(c) Grantor shall promptly pay all real estate taxes and assessments against the Grantor Property when due and shall avoid any delinquencies with respect thereto. If Grantor fails to make any such payments Grantee may (without obligation), after providing ten (10) days written notice to Grantor, make such payment or perform such obligation on behalf of Grantor. The full amount of any payments so made or costs so incurred by Grantee (including any attorneys' fees incurred in connection with Grantee performing such obligation) shall be paid by Grantor to Grantee with interest at the statutory rate thereon.

(d) Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Tower Area or cause any tower on the Tower Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it may not, and shall not, subdivide any master tract of which the Grantor Property is a part without first seeking Grantee's written approval, which approval shall not be unreasonably withheld. Grantee's consent may be withheld if any such subdivision will adversely affect the Tower 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 the Grantor Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of the Grantor Property or any property of Grantor contiguous to, surrounding, or in the vicinity of the Grantor Property, or impose or consent to any other restriction that would prevent or limit Grantee from using the Grantor Property for the uses intended by Grantee.

(e) Grantor shall cooperate with Grantee in any effort by Grantee to obtain certificates, permits, licenses, and other approvals that may be required by any governmental authorities. Grantor agrees to execute any necessary applications, consents or other documents as reasonably necessary for Grantee to apply for and obtain the proper zoning approvals required to use and maintain the Grantor Property as a communications tower site.

(f) Grantor has complied with all environmental, health, and safety laws with respect to the Grantor Property, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Grantor or regarding the Grantor Property alleging any failure so to comply. Without limiting the generality of the preceding sentence, Grantor and the Grantor Property are in compliance with all environmental, health, and safety laws. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Grantor Property by Grantor or, to the knowledge of Grantor, by any prior owner or user of the Grantor Property. To the knowledge of Grantor, there has been no release of or contamination by hazardous materials on the Grantor Property.

(g) Grantor has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Grantor Property to existing highways and roads, or to sewer or other utility services serving the Grantor Property. The Grantor Property abuts on and has direct vehicular access to a public road, or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the parcel of real property, and access to the property is provided by public right-of-way with adequate curb cuts available.

7. Non-Disturbance. During the Term of the Easement, Grantor will not grant any other easement, ground lease, or other similar interest upon or within any property including or adjacent to the Grantor Property, for any of the uses contemplated herein, and Grantor will not grant any other easement or ground lease to any party if such easement or ground lease would in any way effect or interfere with Grantee's radio/communications equipment and/or antennas.

8. Signal Blockage and/or Transmission Interruption. Grantee is utilizing the Grantor Property for the purpose of transmitting and receiving telecommunication signals to and from the Grantor Property. Grantee and Grantor recognize that the purpose behind the Easement would be frustrated if the telecommunication signals were partially or totally blocked or if an obstruction were built that would cause interference with such transmission. Grantor, its successors and assigns, shall use its best efforts to prevent the occurrence of any of the foregoing upon or within any property owned by, or otherwise under the control of Grantor, and shall promptly undertake any remedial action necessary to do so.

9. Notice and Payments. Any notice, document or payment required or permitted to be delivered or remitted hereunder or by law shall be deemed to be delivered or remitted, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed to the parties hereto at the respective addresses set out below, or at such other address as they shall have theretofore specified by written notice delivered in accordance herewith:

Grantor: J.O. Kent and Patricia R. Kent
5920 Belle Terrace
Theodore, AL 36582
Phone No.: (251) 653-7617

Grantee: Global Signal Acquisitions LLC
301 N. Cattlemen Road, Suite 300
Sarasota, FL 34232
Attention: Legal Department
Phone No.: (941) 364-8886
Fax No: (941) 364-8761

10. Force Majeure. The time for performance by either party of any term, provision, or covenant of this Easement shall be deemed extended by the time lost due to delays resulting from acts of God, strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, lack of access to required utilities, and any other cause not within the control of either party, as the case may be.

11. Indemnities. Grantor hereby indemnifies, holds harmless, and agrees to defend Grantee, and its officers, directors, shareholders, agents, employees, and attorneys, for, from, and against all damages asserted against or incurred by any of them by reason of, or resulting from: (i) the invalidity of, or a breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein, (ii) any act or omission of Grantor, its agents, guests, licensees, and/or invitees, (iii) Grantor's authorized or unauthorized use of the Grantor Property, if any, or any property adjacent to the Grantor Property. Grantee hereby indemnifies, holds harmless, and agrees to defend Grantor, and, if applicable, Grantor's officers, directors,

shareholders, agents, employees, and attorneys, for, from, and against all damages asserted against or incurred by any of them by reason of, or resulting from: (i) the invalidity of, or a breach by Grantee of any representation, warranty, or covenant of Grantee contained herein, (ii) Grantee's occupation and use of the Grantor Property, provided that any such claim, damage, loss, or expense is caused in whole or in part by any negligent act or omission of the Grantee, its agents, guests, and/or invitees.

12. Governing Law/Remedies. This Easement, and the rights and obligations of the parties hereto, shall be governed by the law of the State where the Grantor Property is located. Grantor and Grantee shall be entitled to exercise any and all remedies available either at law or in equity, and the prevailing party shall have the right to recover damages and reasonable attorneys' fees and costs in connection with any legal proceeding arising from or based on this Easement, including appeal. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment. Furthermore, Grantor acknowledges that a refusal by Grantor to consummate the transactions contemplated hereby will cause irrevocable harm to Grantee for which there may be no adequate remedy at law and for which the ascertainment of damages would be difficult. Therefore, Grantee shall be entitled, in addition to and without having to prove the inadequacy of other remedies at law, to specific performance of this Easement, as well as injunctive relief, without being required to post bond or other security.

13. Insurance. During the Term of the Easement, Grantee shall carry, at no cost to Grantor, adequate comprehensive liability insurance with limits of not less than \$1,000,000.00. Grantor hereby agrees that Grantee may satisfy this requirement pursuant to master policies of insurance covering other locations of Grantee. Grantee shall provide evidence of such insurance to Grantor upon request.

14. Condemnation. If all of the Grantor Property (or if less than all, but Grantee reasonably determines that the remaining portion cannot be operated for the intended purposes), shall be acquired by the right of condemnation or eminent domain for any public or quasi public use or purpose, or sold to a condemning authority under threat of condemnation, then the Term of the Easement shall cease and terminate as of the date of title vesting in such proceeding (or sale). In the event of any condemnation, taking, or sale, whether in whole or part, Grantee and Grantor shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed. Termination of this Easement shall not affect the right of the parties to such awards.

15. Taxes. During the Term of the Easement, Grantee shall pay all real and personal property taxes attributable to the Tower Area and Access and (Guy and/or Utility) Areas. Notwithstanding anything contained herein to the contrary, Grantee's obligation to pay such taxes is conditioned upon Grantor first causing the Tower Area and Access and (Guy and/or Utility) Areas to be separately assessed for tax purposes, if the Tower Area and Access and (Guy and/or Utility) Areas are not already separately assessed. In connection therewith, Grantor shall direct the applicable tax authority to submit the appropriate bill/invoice therefore directly to Grantee at the address identified herein. Beginning on the date the Tower Area and Access and (Guy and/or Utility) Areas are separately assessed for tax purposes, and continuing thereafter during the Term of the Easement, Grantee shall be responsible for all real and personal

property taxes attributable to the Tower Area and Access and (Guy and/or Utility) Areas upon receipt of the appropriate bill/invoice.

16. Assignment of Ground Lease. Grantor and Grantee hereby recognize and agree that there is a certain Ground Lease dated April 17, 1997 originally by and between J.O. Kent and Sprint Spectrum L.P., a Delaware limited partnership, as memorialized by the Memorandum of PCS Site Agreement dated April 17, 1997 and recorded in Instrument No. 1998-00662 of the Official Records of Shelby County, Alabama and re-recorded in Instrument No. 1998-02757 of the Official Records of Shelby County, Alabama, as affected by the Agreement Regarding Ground Lease dated March 4, 2005, as affected by the QuitClaim Deed recorded in Instrument No. 03/01/8000-06361 of the Official Records of Shelby County, Alabama. Grantor represents and warrants that (i) there are no existing defaults, events of default or events, occurrences, or acts that, with the giving of notice or lapse of time or both, would constitute a default by either Grantor or Lessee under the Ground Lease; and (ii) the monthly rent and all other sums due under the Ground Lease are fully paid and current. The parties hereto have executed an Assignment of Ground Lease contemporaneously with the execution of this Easement.

17. Other Utility Easement. To the extent that any public utility benefits the Tower Area and Access and Utility Area without valid easement, Grantor also grants and conveys unto Grantee, its tenants, licensees, successors, assigns, assignees, and sublessees, full, complete, uninterrupted and unconditional access to and from the Grantor Property, seven days a week, 24 hours a day, over and across the common areas of any other adjacent property now or hereafter owned by Grantor, for, without limitation, ingress and egress to and from the Grantor Property, as well as the installation, location, and maintenance of overhead and/or underground utility connections, including electric, telephone, gas, water, sewer, and any other utility connection. The rights conferred pursuant to this paragraph may be partially assigned by Grantee to any private or public utility authority to provide utilities to the Grantor Property, or to otherwise further effect this provision.

18. Binding Effect. This Easement shall be binding on and inure to the benefit of the parties hereto and their respective lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, and easements created in this Easement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them. .

19. Modification. This Easement may not be amended or modified except by a written instrument signed by each of the parties hereto.

20. Non-Waiver. The failure of either party to insist upon compliance by the other party with any obligation, or exercise of any remedy, does not waive the right to do so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults hereunder does not constitute a waiver of any other delinquency or default.

21. Non-Homestead. Grantor hereby warrants and covenants that the Grantor does not reside on or within the Tower Area and Access and (Guy and/or Utility) Areas, nor on any property contiguous therewith.

22. This Easement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

23. This Easement shall be recorded upon the request of the Grantor or Grantee.

24. Holding Over by Grantee. Should Grantee or any assignee, sublessee or licensee of Grantee hold over the Tower Area and Access and (Guy and/or Utility) Areas, or any party thereof after the expiration of the Term, unless otherwise agreed in writing, such holdover shall constitute and be construed as a leasehold tenancy from month-to-month only, but otherwise upon the same terms and conditions set forth herein. Monthly rent shall be determined by the fair market rental value of the Tower Area and Access and (Guy and/or Utility) Areas (at the time of any such holdover), for the purposes of the location of communication towers at that time.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement on the date first written above.

Witnesses:

J.O. Kent
Print Name: James O. Kent
Haley Hathaway
Print Name: Haley Hathaway

GRANTOR:

J.O. Kent and Patricia R. Kent,
husband and wife

J.O. Kent
J.O. Kent
Patricia R. Kent
Patricia R. Kent

STATE OF Alabama
COUNTY OF Mobile

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6th day of January, 2006, within in my jurisdiction, the within named J.O. Kent and Patricia R. Kent, husband and wife who acknowledged that they executed the above and foregoing instrument. They are personally known to me or have produced Alabama D/L (type of identification) as identification.

NOTARIAL SEAL

Barbara Roberts
Name: Barbara Roberts
Notary - State of Alabama
My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 24, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

GRANTEE:

Global Signal Acquisitions LLC,
a Delaware limited liability company

Witnesses:

C. J. Donchenko

Print Name: C. J. Donchenko

Charles J. Booker

Print Name: Charles Joseph Booker

By: [Signature]

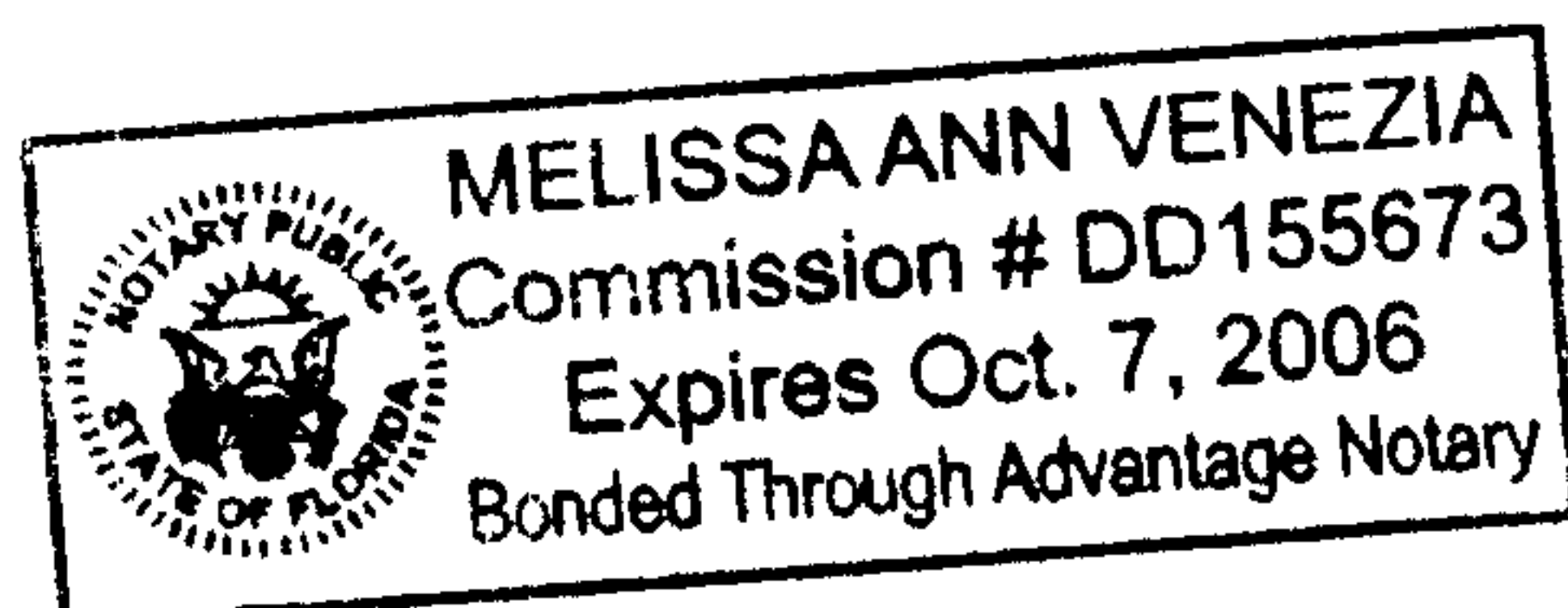
Name: Lisa N. Johnson

As its: VP, Acq.

STATE OF FLORIDA
COUNTY OF SARASOTA

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 9th day of JANUARY, 2006, within my jurisdiction, the within named Lisa N. Johnson who acknowledged that he is VP, Acq., of Global Signal Acquisitions LLC, a Delaware limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do. He is personally known to me or has produced _____ (type of identification) as identification.

NOTARIAL SEAL



Melissa Ann Venezia
Name: Melissa Ann Venezia
Notary - State of Florida
My Commission Expires: 10-07-06



20060127000046080 10/12 \$131.00
Shelby Cnty Judge of Probate, AL
01/27/2006 03:50:48PM FILED/CERT

EXHIBIT A

GRANTOR PROPERTY

N 440' OF NW 1/4 of NW 3/4 SEC3 T22S R2W SO3 T22S RO2W 13.00 AC

EXHIBIT B

TOWER AREA

A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 3, Township 22 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest Corner of Section 3, Township 22 South, Range 2 West, thence with the North line of said section run South $88^{\circ}24'35''$ East for a distance of 199.11 feet to a point; thence run South $01^{\circ}35'25''$ West for a distance of 170.00 feet to the Point of Beginning; thence run South $88^{\circ}24'35''$ East for a distance of 100.00 feet to a point; thence run South $01^{\circ}35'25''$ West for a distance of 100.00 feet to a point; thence run North $88^{\circ}24'35''$ West for a distance of 100.00 feet to a point; thence run North $01^{\circ}35'25''$ East for a distance of 100.00 feet to the Point of Beginning. Said parcel contains 0.23 acres.

EXHIBIT C

ACCESS AND (GUY AND/OR UTILITY) AREAS

Shelby County, AL 01/27/2006
State of Alabama

40' Ingress/Egress and Utility Easement

Deed Tax: \$87.00

An easement situated in the Northwest Quarter and the Southwest Quarter of Section 3, Township 22 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest Corner of Section 3, Township 22 South, Range 2 West, thence with the North line of said section run South 88°24'35" East for a distance of 799.11 feet to a point; thence run South 01°35'25" West for a distance of 270.00 feet to a point; thence run South 88°24'35" East for a distance of 35.84 feet to the Point of Beginning of the centerline of an Ingress/Egress and Utility Easement that lies 20 feet either side of said centerline as described herein: thence run South 16°10'59" West for a distance of 235.75 feet to a point; thence run South 05°54'13" West for a distance of 44.10 feet to a point; thence run South 13°21'52" West for a distance of 219.61 feet to a point; thence run South 16°18'10" West for a distance of 241.62 feet to a point; thence run South 08°44'47" West for a distance of 50.48 feet to a point; thence run South 11°43'40" West for a distance of 154.82 feet to a point; thence run South 07°45'55" West for a distance of 51.13 feet to a point; thence run South 11°41'40" West for a distance of 145.79 feet to a point; thence run South 19°37'21" West for a distance of 46.86 feet to a point; thence run South 17°44'41" West for a distance of 151.11 feet to a point; thence run South 27°50'17" West for a distance of 38.63 feet to a point; thence run South 38°48'13" West for a distance of 47.77 feet to a point; thence run South 34°40'02" West for a distance of 49.93 feet to a point; thence run South 21°43'27" West for a distance of 52.88 feet to a point; thence run South 15°15'18" West for a distance of 48.13 feet to a point; thence run South 02°13'11" West for a distance of 49.54 feet to a point; thence run South 15°53'14" West for a distance of 51.87 feet to a point; thence run South 22°27'05" West for a distance of 50.25 feet to a point; thence run South 35°00'35" West for a distance of 101.68 feet to a point; thence run South 36°59'09" West for a distance of 151.82 feet to a point; thence run South 16°36'52" West for a distance of 49.66 feet to a point; thence run South 04°50'12" West for a distance of 50.07 feet to a point; thence run South 18°26'06" West for a distance of 97.06 feet to a point; thence run South 30°44'08" West for a distance of 49.56 feet to a point; thence run South 38°26'37" West for a distance of 105.51 feet to a point; thence run South 51°44'10" West for a distance of 52.05 feet to a point; thence run North 89°44'54" West for a distance of 16.62 feet to a point on the eastern right-of-way line of Burton Drive, as recorded in Deed Book 286, Page 338. said point being the terminus of easement.