



20061019000518840 1/4 \$20.50
Shelby Cnty Judge of Probate, AL
10/19/2006 03:19:16PM FILED/CERT

Shelby County, AL 10/19/2006
State of Alabama

Deed Tax: \$.50

**THIS INSTRUMENT PREPARED BY:
WHEN RECORDED PLEASE RETURN TO:**
Attn: Catherine E. Blonder
SBA Network Services, Inc.
5900 Broken Sound Parkway, NW
Boca Raton, Florida 33487-2797
(800) 487-7483 – ext. 9323

ORIGINAL

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into as of the 12th day of September, 2006, by and between **ERVIN L. AURED AND JOAN C. AURED**, husband and wife, whose address is 2131 highway 331, Columbiana, Alabama 35051, "Grantors") and **SBA PROPERTIES, INC.**, a Florida Corporation, having a principal office located at 5900 Broken Sound Parkway NW, Boca Raton, Florida 33487-2797 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain tract of land located in the City of Columbiana, County of Shelby, State of Alabama, as more particularly described in that Deed recorded in Shelby County Judge of Probate Records, State of Alabama, Real Book 155, page 107 on October 13, 1987, ("Grantors' Property"); and

WHEREAS, Grantee is the Lessee of certain property ("Leased Premises") which Grantors' road gives partial access to Grantees' communication cell tower, and being more particularly described in that Memorandum of Ground Lease Agreement recorded in Shelby County Judge of Probate Records, State of Alabama Instrument # 2001-09959 on March 20, 2001; and

WHEREAS, Grantor desire to convey to Grantee, and Grantee desires to accept, a non-exclusive permanent easement for access through Grantors' Property which is shaded in the survey shown on the attached Exhibit "A" referenced under Parcel ID # **#221-020-000-001.004** for the benefit of the Leased Premises and improvements thereon;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grant, bargain, sell and convey unto Grantee, an easement for ingress and egress, on foot or motor vehicle, including trucks, all in connection with the construction, operation, maintenance and removal of improvements upon the Leased Premises, now or in the future, by Grantee or Grantee's agents, employees, contractors, tenants or licensees, and each of the privies in contract or estate.

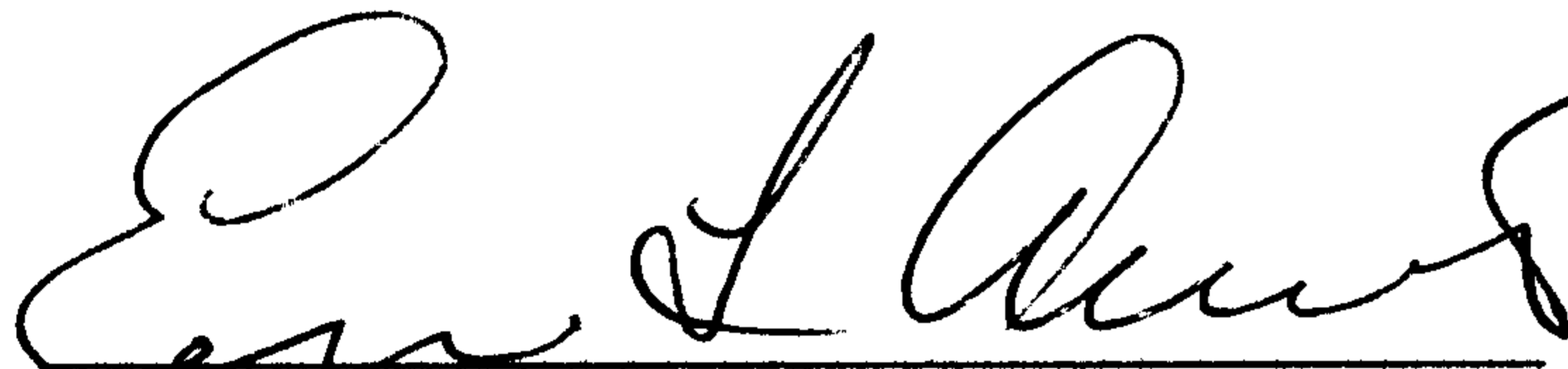
Grantee shall not install any gate or other obstruction to travel upon the roadway without the express consent of the Grantors. Grantors shall enjoy full use of the roadway, provided that Grantors shall be liable for extraordinary maintenance costs associated with such use.

TO HAVE AND TO HOLD the said easement and the hereditaments, appurtenances, estate, title and interest thereto belonging unto Grantee, its successors and assigns, for the term of the Lease Agreement as evidenced by the above referenced Short Form Lease Agreement.

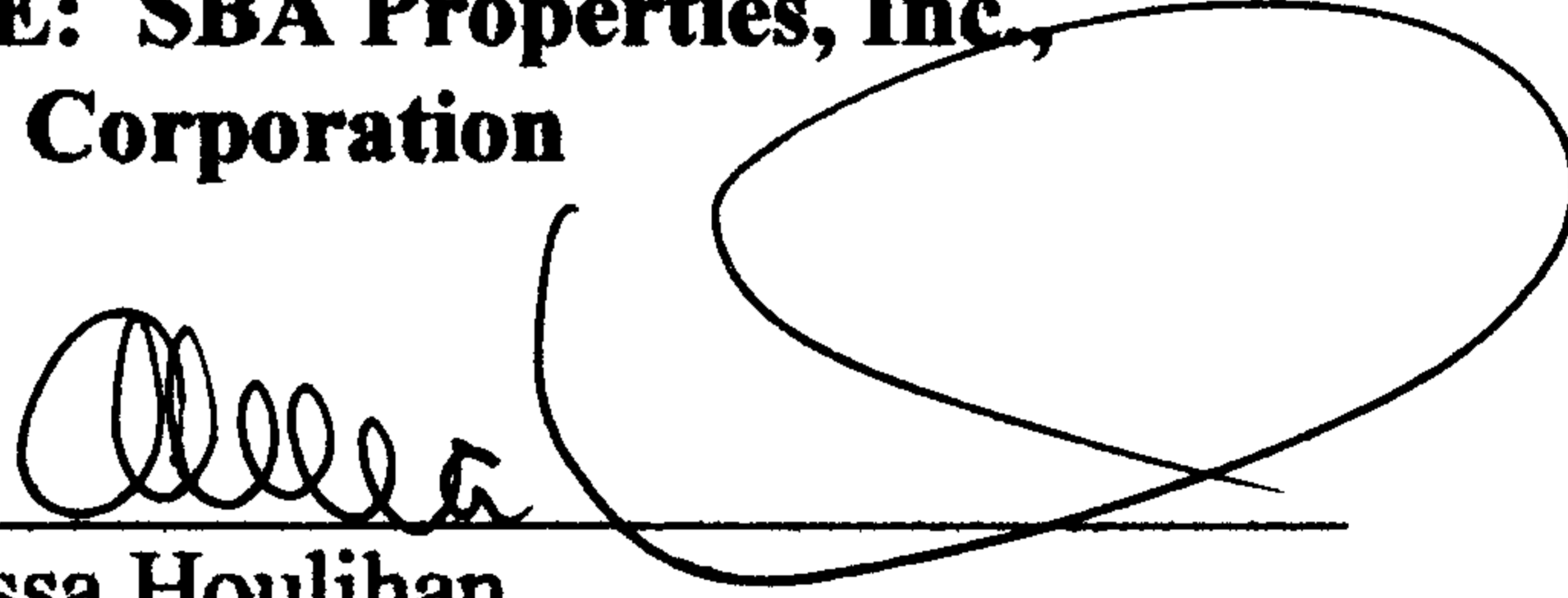
Grantors, for themselves and for their heirs, executors and administrators, hereby covenant with Grantee, its successors and assigns, that Grantors are lawfully seized in fee simple of Grantors' Property and have full power, authority and right to convey the easement herein granted; that Grantors' Property and the easement herein granted are free from all encumbrances, except for real estate taxes for the current year; and that Grantor will forever warrant and defend the easement herein granted, and the title thereto, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.


GRANTOR: Ervin L. Aured

By: 
Its: Owner

**GRANTEE: SBA Properties, Inc.,
a Florida Corporation**

By: 
Print: Alyssa Houlihan
Its: Director of Leasing

GRANTOR: Joan C. Aured

By: 
Its: Owner

STATE OF ALABAMA
COUNTY OF Shelby

BEFORE ME a Notary Public in and for said County in said State, personally appeared **Ervin L. Aured** and **Joan C. Aured**, who being first duly sworn and being known to me, acknowledged that they executed the foregoing Easement Agreement, on the day and year first above written, as they voluntary act and deed, with fully authority so to do.

Sworn to and subscribed before me this 12th day of September, 2006.


Seal/Stamp

William D. Maldonado
Notary Public

STATE OF FLORIDA
COUNTY OF PALM BEACH

I Catherine E. Blonder, Notary Public for the aforesaid county and state, hereby certify that **Alyssa Houlihan**, personally came before me this day and acknowledged that she is the Director of Leasing of SBA Properties, Inc., a Florida Corporation and that she, as Director of Leasing being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand, at office, this 13th day of September, 2006.

NOTARY PUBLIC-STATE OF FLORIDA
 Catherine E. Blonder
Commission # DD444961
Expires: JULY 21, 2009
Bonded Thru Atlantic Bonding Co., Inc.

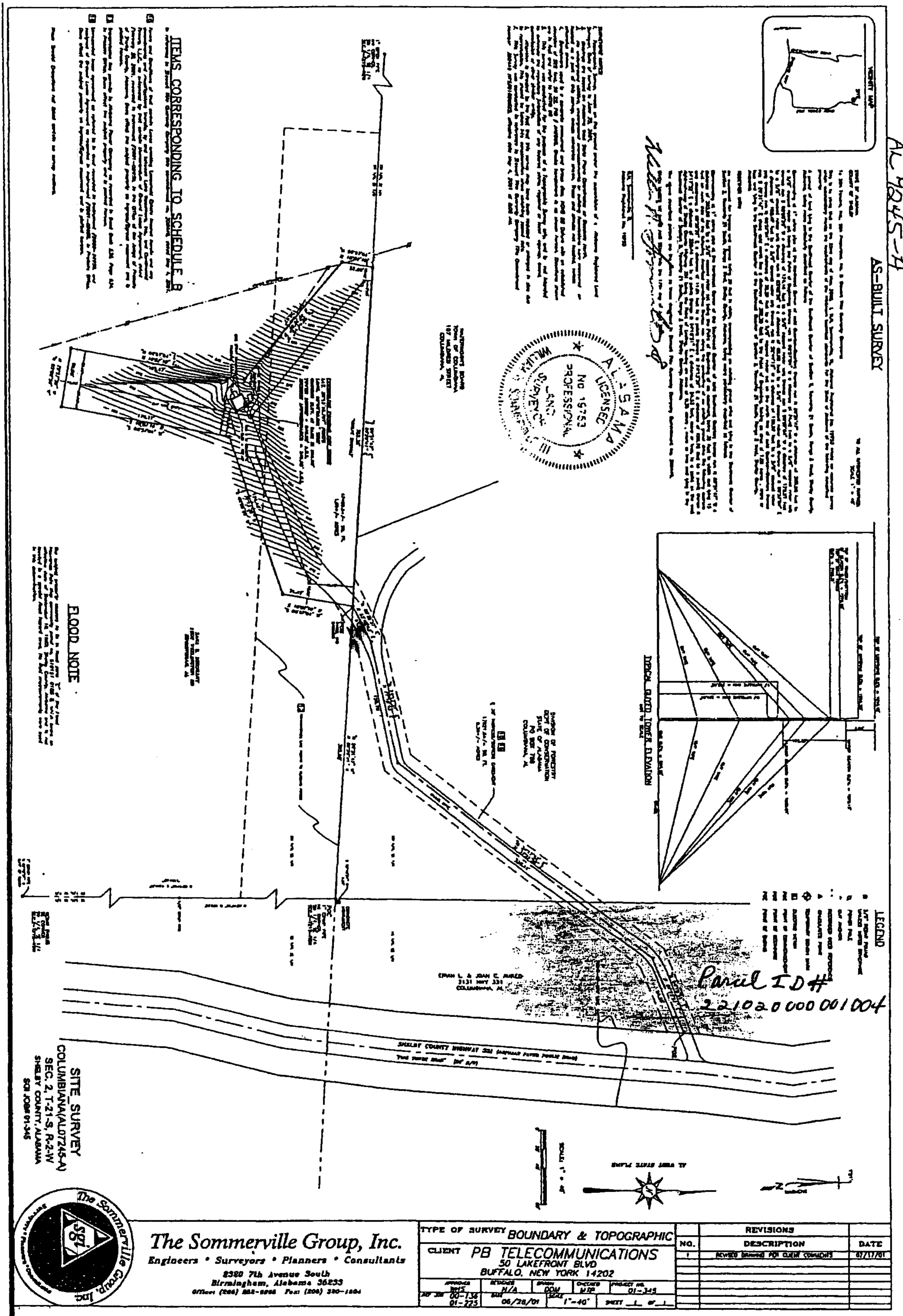
Seal/Stamp

Catherine E. Blonder
Notary Public



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Exhibit "A"



Note: Reference on the shaded road on survey which is only a portion of the parent track under Tax ID221-020-000-001.004. As recorded in Red Book 155, page 107, S 2 T 2 N: 21 R E N 6: 2 W - Parcel 15-B of Tract 15th subdivision in Columbiana/AL07245-A westerly row of Shelby County Hwy 331